


<b>REQUEST FOR QUOTATION</b> (This is NOT an Order)		This RFQ <input checked="" type="checkbox"/> is <input type="checkbox"/> is not a small business set-aside		Page 1 Of 51
<b>1. Request No.</b> W56HZV-12-Q-0448	<b>2. Date Issued</b> 2012AUG06	<b>3. Requisition/Purchase Request No.</b> See Schedule	<b>4. Cert For Nat Def. Under BDSA</b> Reg. 2 and/or DMS Reg. 1 	<b>Rating</b> DOA9
<b>5A. Issued By</b> U.S. ARMY CONTRACTING COMMAND CCTA-ASM-C WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL  WS: Collective Protection Equipment			<b>6. Deliver by (Date)</b> See Schedule	
<b>5B. For Information Call: (Name and telephone no.) (No collect calls)</b> BRENDON COURTADE (586) 282-9748 EMAIL: BRENDON.M.COURTADE@US.ARMY.MIL			<b>7. Delivery</b> <input checked="" type="checkbox"/> FOB Destination <input type="checkbox"/> Other	
<b>8. To: Name and Address, Including Zip Code</b>			<b>9. Destination (Consignee and address, including Zip Code)</b>  See Schedule	
<b>10. Please Furnish Quotations to the Issuing Office in Block 5A On or Before Close of Business (Date)</b> 2012SEP06		<b>IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please indicate on this form and return it to the address in Block 5B. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any interpretations and/or certifications attached to this Request for Quotation must be completed by the quoter.</b>		

**11. Schedule (Include applicable Federal, State, and local taxes)**

Item Number (a)	Supplies/Services (b)	Quantity (c)	Unit (d)	Unit Price (e)	Amount (f)
	(See Schedule)				

<b>12. Discount For Prompt Payment</b>	<b>a. 10 Calendar Days</b>	<b>b. 20 Calendar Days</b>	<b>c. 30 Calendar Days</b>	<b>d. Calendar Days</b>	
	%	%	%	<b>Number</b>	<b>Percentage</b>

**NOTE: Additional provisions and representations ☐ are ☐ are not attached.**

<b>13. Name and Address of Quoter (Street, City, County, State and Zip Code)</b>	<b>14. Signature of Person Authorized to Sign Quotation</b>		<b>15. Date of Quotation</b>
	<b>16. Signer</b>		
	<b>a. Name (Type or Print)</b>		<b>b. Telephone</b>
	<b>c. Title (Type or Print)</b>		<b>Area Code</b>
			<b>Number</b>

**AUTHORIZED FOR LOCAL REPRODUCTION  
PREVIOUS EDITIONS NOT USABLE**

18-118

Standard Form 18 (Rev. 8-95)  
Prescribed by GSA-FAR (43 CFR) 53.215-1(a)

<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p> <b>PIIN/SIIN</b> W56HZV-12-Q-0448      <b>MOD/AMD</b> </p>	<p style="text-align: center;"><b>Page 2 of 51</b></p>
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**Name of Offeror or Contractor:**

SUPPLEMENTAL INFORMATION

A.1 Administrative Summary

The Army Contracting Command-Warren(DTA) intends to negotiate and award a Firm-Fixed Price Purchase Order for the Storage Bag, NSN: 8465-01-535-6270; and the Storage Bag, NSN: 8465-01-535-6269.

A.1.1 REQUIREMENTS: The U.S. Army Contracting Command-Warren(DTA) is soliciting offers to supply the following item:

Item Name: Storage Bags  
NSN: 8465-01-535-6270  
Part Number: 17-2-1023-1  
Quantity: 410 each

Item Name: Storage Bags  
NSN: 8465-01-535-6269  
Part Number: 17-2-1024-1  
Quantity: 520 each

A.1.1.2 UNIQUE ASPECTS OF THIS SOLICITATION:

1. This solicitation W56HZV-12-Q-0448, is for a Firm-Fixed Price Purchase Order with two (2) 100%, 365 day option periods. The ordering periods are as follows:

CLIN 0002AA - OPTION PERIOD 1:                      UP TO 366 DAYS AFTER AWARD  
CLIN 0003AA - OPTION PERIOD 2:                      UP TO 731 DAYS AFTER AWARD

Failure of the Government to exercise any portion under Option Period 1 does not preclude the Government's authority to exercise any portion of Option Period 2.

- 2. A First Article Test is required for this procurement.
- 3. This solicitation is a set-aside for small businesses.

A.1.1.3 NOTICE REGARDING FILL-INS:

Please note that this solicitation contains several clauses and provisions which require you to complete a fill-in or representation. If you don't complete these fill-ins, your offer may be determined ineligible for award. So, please be careful to read and complete each such clause and provision, especially Section K of the solicitation.

A.1.1.4 NOTICE REGARDING CAGE CODES:

DFARS provision 252.204-7001 requires you to include your Commercial and Government Entity (CAGE) code in block 13 on page one (1) of this solicitation, along with your name and address. If it will not fit in the space provided in block 13 please insert it here: \_\_\_\_\_.

A.1.1.5 REQUIRED NOTIFICATION TO SUBCONTRACTORS:

If awarded the contract, you should advise all potential suppliers and subcontractors of the DO/DX Rating assigned to orders resulting from your subcontractors. The Rating can be found next to Block 4 on the first line of the Standard Form 18 (SF18).

A.1.1.6 SET ASIDE INFORMATION:

This solicitation, W56HZV-12-Q-0448 is a Total Small Business Set-Aside. Only offers submitted by Small Business who meet the criteria found at clause 52.204-8, Annual Representations and Certifications, in Section K will be considered. All others will be rejected.

A.1.1.7 NOTICE REGARDING MARKING:

Please note that the requirements for bar-code and Military Shipping Labeling (MSL) apply to shipments made under the contract that will result from this solicitation. Please refer to the clause in Section D of this solicitation entitled, PACKAGING REQUIREMENTS, as well as the clause in Section F of this solicitation entitled, ITEM IDENTIFICATION AND VALUATION. You must consider the cost of such requirements when preparing your offer in response to this solicitation.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W56HZV-12-Q-0448 <b>MOD/AMD</b>	<b>Page</b> 3 <b>of</b> 51
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**Name of Offeror or Contractor:**

A.1.8 ACKNOWLEDGEMENT OF AMENDMENTS:

Please acknowledge any amendments to this solicitation in the space provided in Clause 52.201-4000 ACKNOWLEDGMENT OF AMENDMENTS. Include the number and date of each amendment. Acknowledgement of all amendments received is important because failure to do so may make your offer ineligible for award.

A.1.9 REQUIRED COPIES IN RESPONSE TO THIS SOLICITATION:

To be considered for award, you must return one signed original of your offer, completed and properly executed, by the time and date shown in Block 10 of the Standard Form 18 (SF18).

A.1.10 QUESTION/PROBLEM RESOLUTION:

Routine questions regarding this solicitation should be directed to the buyer identified in Block 5B of the SF18. If you have more serious concerns, please seek resolution with the contracting officer. Additional sources of information can be found in the following provisions in Section L: NOTICE OF TACOM OMBUDSPERSON, and HQ AMC-LEVEL PROTEST PROGRAM.

A.1.11 INCONSISTENCIES BETWEEN THE ADMINISTRATIVE SUMMARY AND THE SOLICITATION:

This administrative summary has been prepared as an aid to you, the potential offeror. We have made every attempt to accurately reflect the requirements and information contained in the balance of this solicitation. However, if you find any inconsistency between this administrative summary and the solicitation, please contact the buyer identified in Block 5B of the SF 18.

\*\*\* END OF NARRATIVE A0001 \*\*\*

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.204-4016	WARREN ELECTRONIC CONTRACTING	DEC/2011
(a) All Army Contracting Command - Warren (DTA) solicitations and awards are distributed on the Army Contracting Command - Warren Procurement Network (ProcNet) Business Opportunities website (\*HYPERLINK "http://contracting.tacom.army.mil/opportunity.htm" <u>http://contracting.tacom.army.mil/opportunity.htm</u> ) and are no longer available in hard copy. The Technical Data Packages (TDPs) and other documents, when available electronically, will be attachments or links to the solicitation package on ProcNet.			
(b) You may need to use special software to view documents that we post on ProcNet. This viewing software is freeware, available for download at no cost from commercial websites like Microsoft and Adobe. In cases where such software is required, we provide a link from ProcNet to the commercial site where the software is available. Once you arrive at the software developer's site, follow its instructions to download the free viewer. You can then return to the ProcNet.			
(c) Unless directed to do otherwise in Section L of this solicitation, you are required to submit your offer, bid, or quote electronically, via the Army Single Face to Industry (ASFI) Online Bid Response System (BRS). For detailed information about submitting your offer electronically, please see \*HYPERLINK "http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm" <u>http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm</u> .			
(d) Requirements for the online ASFI bid submission:			
(1) You must be registered in the Central Contractor Registry (CCR) and have a CCR Marketing Partner Identification Number (MPIN) and CAGE Code.			
(2) If you found the solicitation on ProcNet, use the following link to the Start Bid Page on the ASFI BRS website for this solicitation: \*HYPERLINK "https://acquisition.army.mil/asfi/solicitation_view.cfm?psolicitationnbr=W56HZV12Q0448" <u>https://acquisition.army.mil/asfi/solicitation_view.cfm?psolicitationnbr=W56HZV12Q0448</u>			
(3) If you found the solicitation by searching on ASFI, you can start the online bidding process by using the Start Bid button on the ASFI Solicitation View page. You may also access the ASFI BRS by going to \*HYPERLINK "https://acquisition.army.mil/asfi/" <u>https://acquisition.army.mil/asfi/</u> and clicking on the Contracting Opportunities Search to find the solicitation.			

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W56HZV-12-Q-0448 <b>MOD/AMD</b>	<b>Page</b> 4 <b>of</b> 51
<b>Name of Offeror or Contractor:</b>		

(4) Once in the ASFI BRS, you will be asked to enter basic information and will then be directed to upload one or more files containing your offer and information required by the solicitation.

(5) You will receive a confirmation of your bid upon completion of the bid submission process.

(6) You can find detailed BRS user instructions on the ASFI website at \\*HYPERLINK "https://acquisition.army.mil/asfi/BRS\_guide.doc" https://acquisition.army.mil/asfi/BRS\_guide.doc.

(e) Note to offerors:  
Your attention is called to the solicitation closing date and time as stated on the cover page of this solicitation, local time for the Army Contracting Command - Warren (DTA), Michigan. In accordance with FAR 15.208(a), offerors are responsible for submitting proposals, and any revisions, and modifications, so as to be received by the Government office designated in the solicitation by the time specified.

It is the offeror's responsibility to assure their proposal is received by the date and time specified on the cover page of this solicitation. In accordance with FAR 15.208, if your proposal was not received at the initial point of entry to the Government infrastructure (in this case, received through ASFI) by the exact date and time specified on the cover page of this solicitation, it will be determined late. Proposal, as the term is used here, means ALL volumes and/or parts of the proposal.

Note: There is no "expected" or "target" length of time for proposal submission; size and content may be factors, therefore offerors are strongly cautioned to submit their proposals allowing adequate time for submission.

Solicitations may remain posted on the AFSI Open Solicitation Web page after the solicitation closes. Even though the system will allow you to submit a proposal after the closing date/time, your proposal will be considered late and may not be considered for award. If you are responding to a Request for Proposal, your offer will not be considered if it is submitted after the closing date and time unless one of the exceptions is met at FAR 15.208(b). If you are responding to a Request for Quotation, your quote may be considered if it is received after the closing date, and it will not unduly delay award.

(f) Any award issued as a result of this solicitation will be distributed electronically. Awards posted on ProcNet represent complete OFFICIAL copies of contract awards and will include the awarded unit price. This is the notice required by Executive Order 12600 (June 23, 1987) of our intention to release unit prices in response to any request under the Freedom of Information Act (FOIA), 5 USC 552. Unit price is defined as the contract price per unit or item purchased as it appears in Section B of the contract and is NOT referring to nor does it include Cost or Pricing data/information. If you object to such release, and you intend to submit an offer, notify the contracting officer in writing prior to the closing date identified in this solicitation and include the rationale for your objection consistent with the provisions of FOIA. A release determination will be made based on rationale given.

(g) If you have questions or need help using ProcNet, call our E-commerce Contracting Help Desk at (586) 282-7059, or send an email to usarmy.detroit.acc.mbx.wrn-web-page-request@mail.mil. If you have questions about the content of any specific item posted on the ProcNet, please call the contract specialist or point of contact listed for the item. For technical assistance in doing business with the Government, and doing business electronically, please visit the Procurement Technical Assistance Center website at \\*HYPERLINK "http://www.dla.mil/SmallBusiness/Pages/ProcurementTechnicalAssistanceCenters.aspx" http://www.dla.mil/SmallBusiness/Pages/ProcurementTechnicalAssistanceCenters.aspx to find a location near you.

End of Provision

2      52.201-4000      ARMY CONTRACTING COMMAND-WARREN (DTA) OMBUDSPERSON      APR/2011

Information regarding the Ombudsperson for this contract is located at the following website:  
http://contracting.tacom.army.mil/acqinfo/ombudsperson.htm

[End of Clause]

3      52.214-4000      ACKNOWLEDGMENT OF AMENDMENTS      OCT/1993

Acknowledge all the amendments you've received from us by identifying the amendment number and its issue date below:

Amendment Number	Date
_____	_____

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Name of Offeror or Contractor:		

(End of Provision)

4

52.214-4003

ALL OR NONE

MAR/1998

(TACOM)

Offers in response to this solicitation must be submitted for the total quantity of the items identified in the solicitation.

- (1) ONLY ONE AWARD WILL BE MADE AS A RESULT OF THIS SOLICITATION.
- (2) OFFERS SUBMITTED FOR LESS THAN THE TOTAL QUANTITIES OF ALL THE ITEMS IN THIS SOLICITATION ARE INELIGIBLE FOR AWARD.

[End of clause]

5

52.227-4500

DISTRIBUTION AND DESTRUCTION OF EXPORT CONTROL TECHNICAL DATA PACKAGE

JUL/2012

(WARREN)

This solicitation and resulting contract contains technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., Sec 2751, et. seq.) or the Export Administration Act of 1979, as amended, Title 50, U.S.C, App. 2401 et. seq. Violations of these export laws are subject to severe criminal penalties. Disseminate in accordance with provisions of DoD Directive 5230.25. This also applies to distribution of the TDP to all SUBCONTRACTORS at every level.

To be eligible to gain access to this export controlled TDP (via FedBizOpps or CD) you must have a current DD 2345, Militarily Critical Technical Data Agreement certification on file with the Defense Logistics Information Service (DLIS). To obtain certification, go to \\*HYPERLINK "http://www.dlis.dla.mil/jcp/"http://www.dlis.dla.mil/jcp/, click on documents, and follow instructions provided. See Section C 52.211-4072 Technical Data Package Information for estimated certification time. Upon receipt of certification, you may request the TDP in accordance with the instructions stated in the solicitation's Section C.

Upon completion of the purposes for which Government Technical Data has been provided, you, your subcontractors, all your vendors and all sub-vendors, are required to destroy all documents, including all reproductions, duplications, or copies thereof as may have been further distributed from you.

Destruction of this technical data shall be accomplished by: shredding, pulping, burning, or melting any physical copies of the TDP (or CD) and/or deletion or removal of downloaded TDP files from computer drives and electronic devices, and any copies of those files.

[End of clause]

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	NSN: 8465-01-535-6270 FSCM: 81337 PART NR: 17-2-1023-1 SECURITY CLASS: Unclassified				
0001AA	<u>PRODUCTION QUANTITY</u>  NOUN: STORAGE BAG PRON: EH2Y5933EH      PRON AMD: 01 AMS CD: 060011  <u>Description/Specs./Work Statement</u> TOP DRAWING NR: 20120358 DATE: 04-MAY-2012  <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS CLAUSE LEVEL PRESERVATION: Military LEVEL PACKING: B  <u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin  <u>Deliveries or Performance</u> DOC                                  SUPPL <u>REL CD      MILSTRIP      ADDR      SIG CD      MARK FOR      TP_CD</u> 001    W56HZV2121F557    W22PVJ      J                                  2 <u>DEL REL CD                  QUANTITY                  DAYS AFTER AWARD</u> 001                                  120                                  0240  002                                  120                                  0270  003                                  120                                  0300  004                                  50                                  0330  FOB POINT: Destination  SHIP TO: (W22PVJ)    XU W0L7 BLUE GRASS ARMY DEPOT XU GEN SUP STORAGE PT CRP WHSE 211 431 BATTLEFIELD MEMORIAL HIGHWAY RICHMOND,KY,40475-5070	410	EA	\$ _____	\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	<p><u>FIRST ARTICLE TEST - SEPARATELY PRICED</u></p> <p>NOUN: STORAGE BAG</p> <p>DELIVERY OF REPORT: 90 DAYS AFTER AWARD</p> <p>FIRST ARTICLE TEST REPORT (FATR) IN ACCORDANCE WITH CDRL A004 AND ATTACHMENT 0001.</p> <p>(End of narrative B001)</p> <p>FIRST ARTICLE TEST AND REPORT PURSUANT TO THE REQUIREMENTS OF THE CLAUSE ENTITLED "FIRST ARTICLE APPROVAL - CONTRACTOR TESTING".</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination Government Approval/Disapproval Days: 30</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00006) SEE FIRST ARTICLE TEST CLAUSE FOR DISTRIBUTION</p>			\$ _____	\$ _____
0001AC	<p><u>UNEXERCISED OPTION QUANTITY - PERIOD ONE</u></p> <p>NOUN: STORAGE BAG</p> <p>OPTION QUANTITY, PURSUANT TO THE CLAUSE ENTITLED OPTION FOR INCREASED QUANTITY--- SEPARATELY PRICED LINE ITEM (52.217-4001).</p> <p>The quantity stated for the option CLIN DOES NOT Form a part of the basic contractual quantity. Part or all of it may, however, be added to the contract by exercise of the option clause, at the discretion of the Government.</p> <p>The failure of the offeror to insert a unit price applicable to the option quantity shall mean that the offeror will supply all or any part of the option, if exercised by the Government, at the basic contract unit price, and the offer will be evaluated for award accordingly.</p>	410	EA	\$ _____	\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: 20120358 DATE: 04-MAY-2012</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS CLAUSE LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001 410 UNDEFINITIZED</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>				
0001AD	<p><u>UNEXERCISED OPTION QUANTITY - PERIOD TWO</u></p> <p>NOUN: STORAGE BAG</p> <p>OPTION QUANTITY, PURSUANT TO THE CLAUSE ENTITLED OPTION FOR INCREASED QUANTITY--- SEPARATELY PRICED LINE ITEM (52.217-4001).</p> <p>The quantity stated for the option CLIN DOES NOT Form a part of the basic contractual quantity. Part or all of it may, however, be added to the contract by exercise of the option clause, at the discretion of the Government.</p> <p>The failure of the offeror to insert a unit price applicable to the option quantity shall mean that the offeror will supply all or any part of the option, if exercised by the Government, at the basic contract unit price, and the offer will be evaluated for award</p>	410	EA	\$ _____	\$ _____





ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	NSN: 8465-01-535-6269 FSCM: 81337 PART NR: 17-2-1024-1 SECURITY CLASS: Unclassified				
0002AA	PRODUCTION QUANTITY  NOUN: STORAGE BAG PRON: EH2Y5934EH      PRON AMD: 01 AMS CD: 060011  <u>Description/Specs./Work Statement</u> TOP DRAWING NR: 20120359 DATE: 30-MAY-2012  <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS CLAUSE LEVEL PRESERVATION: Military LEVEL PACKING: B  <u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin  <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 W56HZV2121F556 W22PVJ J 2 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DAYS AFTER AWARD</u> 001                    120                    0240  002                    120                    0270  003                    120                    0300  004                    120                    0330  005                    40                    0360  FOB POINT: Destination  SHIP TO: (W22PVJ) XU W0L7 BLUE GRASS ARMY DEPOT XU GEN SUP STORAGE PT CRP WHSE 211 431 BATTLEFIELD MEMORIAL HIGHWAY RICHMOND,KY,40475-5070	520	EA	\$ _____	\$ _____

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-12-Q-0448 MOD/AMD	Page 11 of 51
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AB	<p><u>FIRST ARTICLE TEST - SEPARATELY PRICED</u></p> <p>NOUN: STORAGE BAG</p> <p>DELIVERY OF REPORT: 90 DAYS AFTER AWARD</p> <p>FIRST ARTICLE TEST REPORT (FATR) IN ACCORDANCE WITH CDRL A004 AND ATTACHMENT 0001.</p> <p>(End of narrative B001)</p> <p>FIRST ARTICLE TEST AND REPORT PURSUANT TO THE REQUIREMENTS OF THE CLAUSE ENTITLED "FIRST ARTICLE APPROVAL - CONTRACTOR TESTING".</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination Government Approval/Disapproval Days: 30</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00006) SEE FIRST ARTICLE TEST CLAUSE FOR DISTRIBUTION</p>			\$ _____	\$ _____
0002AC	<p><u>UNEXERCISED OPTION QUANTITY - PERIOD ONE</u></p> <p>NOUN: STORAGE BAG</p> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: 20120359 DATE: 30-MAY-2012</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS CLAUSE LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p>	520	EA	\$ _____	\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AD	<p>DOC SUPPL</p> <p>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</p> <p>001</p> <p>DEL REL CD QUANTITY DEL DATE</p> <p>001 520 UNDEFINITIZED</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p> <p>UNEXERCISED OPTION QUANTITY - PERIOD TWO</p> <p>NOUN: STORAGE BAG</p> <p>Description/Specs./Work Statement TOP DRAWING NR: 20120359 DATE: 30-MAY-2012</p> <p>Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS CLAUSE LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p>Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin</p> <p>Deliveries or Performance</p> <p>DOC SUPPL</p> <p>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</p> <p>001</p> <p>DEL REL CD QUANTITY DEL DATE</p> <p>001 520 UNDEFINITIZED</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>	520	EA	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																
0003	<p>DATA ITEMS</p> <p>SECURITY CLASS: Unclassified</p>																				
A001	<p>ENGINEERING CHANGE PROPOSAL (ECP)</p> <p>SECURITY CLASS: Unclassified</p> <p>ENGINEERING CHANGE PROPOSAL (ECP) IN ACCORDANCE WITH CDRL A001 AND CLAUSE 52.204-4500 (TACOM)(RI) ADDITIONAL ATTACHMENTS.</p> <p>(End of narrative B001)</p> <p>Packaging and Marking</p> <p>Inspection and Acceptance</p> <p>INSPECTION: Destination      ACCEPTANCE: Destination</p> <p>Deliveries or Performance</p> <table><tr><td>DOC</td><td>SUPLL</td></tr><tr><td>REL CD</td><td>MILSTRIP</td></tr><tr><td>ADDR</td><td>SIG CD</td></tr><tr><td>MARK FOR</td><td>TP CD</td></tr><tr><td>001</td><td>3</td></tr><tr><td>DEL REL CD</td><td>QUANTITY</td></tr><tr><td>001</td><td>1</td></tr><tr><td>DEL DATE</td><td>AS REQUIRED</td></tr></table> <p>FOB POINT: Destination</p> <p>SHIP TO:</p> <p>(Y00003)      SEE NARRATIVE ON DD 1423</p>	DOC	SUPLL	REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD	001	3	DEL REL CD	QUANTITY	001	1	DEL DATE	AS REQUIRED	1	LO	\$ ** NSP **	\$ ** NSP **
DOC	SUPLL																				
REL CD	MILSTRIP																				
ADDR	SIG CD																				
MARK FOR	TP CD																				
001	3																				
DEL REL CD	QUANTITY																				
001	1																				
DEL DATE	AS REQUIRED																				
A002	<p>REQUEST FOR DEVIATION (RFD)</p> <p>SECURITY CLASS: Unclassified</p> <p>REQUEST FOR DEVIATION (RFD) IN ACCORANCE WITH CDRL A002 AND CLAUSE 52.204-4500 (TACOM)(RI) ADDITIONAL ATTACHMENTS.</p> <p>(End of narrative B001)</p> <p>Packaging and Marking</p> <p>Inspection and Acceptance</p> <p>INSPECTION: Destination      ACCEPTANCE: Destination</p>	1	LO	\$ ** NSP **	\$ ** NSP **																

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 3 DEL REL CD QUANTITY DEL DATE 001 1 AS REQUIRED  FOB POINT: Destination  SHIP TO: (Y00003) SEE NARRATIVE ON DD 1423				
A003	<u>NOTICE OF REVISION (NOR)</u>  SECURITY CLASS: Unclassified  NOTICE OF REVISION (NOR) IN ACCORANCE WITH CDRL A003 AND CLAUSE 52.204-4500 (TACOM)(RI) ADDITIONAL ATTACHMENTS.  (End of narrative B001)  <u>Packaging and Marking</u>  <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination  <u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 3 DEL REL CD QUANTITY DEL DATE 001 1 AS REQUIRED  FOB POINT: Destination  SHIP TO: (Y00003) SEE NARRATIVE ON DD 1423	1	LO	\$ ** NSP **	\$ ** NSP **
A004	<u>FIRST ARTICLE TEST REPORT (FATR)</u>  SECURITY CLASS: Unclassified  FIRST ARTICLE TEST REPORT (FATR) IN ACCORDANCE WITH CDRL A004, ATTACHMENT 0001 AND CLAUSE 52.209-4512 FIRST ARTICLE TEST (CONTRACTOR TESTING).	1	LO	\$ ** NSP **	\$ ** NSP **

[illegible]

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DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

6

52.210-4501

DRAWINGS/SPECIFICATIONS

MAR/2010

TACOM (RI)

In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

Drawings and Specifications in accordance with the following:

CLIN	TDPL	DATE
0001AA-AD	20120358	04 May 2012
0002AA-AD	20120359	30 May 2012

The above are applicable to this procurement with the following exceptions:

Vendors to access this information with the Technical Data on FedBizOpps.

(CS6100) (End of Clause)

7

52.211-4072

TECHNICAL DATA PACKAGE INFORMATION

JUL/2012

The following Xd item applies to this solicitation:

- [ ] 1. There is no Technical Data Package (TDP) included with this solicitation.
- [ ] 2. This solicitation contains one or more web-located TDPs. If multiple Contract Line Item Numbers (CLINS) are listed below, each one will have its own URL just under the CLIN listing. The URL will take you to that CLINs Web-located TDP. To access the TDP, you will have to copy or type the links URL to your web browser address bar at the top of the screen.

Note: To copy a link from a .pdf file, click on the Text Select Tool, then highlight the URL, copy and paste it into your browser, and hit the Enter key.

- CLIN: N/A
- TDP Link (URL): N/A
- [ X ] 3. The TDP for this solicitation resides within FedBizOpps (\\*HYPERLINK "https://www.fbo.gov"https://www.fbo.gov), associated with this solicitation number, and can be accessed via this URL:
- \\*HYPERLINK "https://www.fbo.gov/fedteds/W56HZV12Q0448"https://www.fbo.gov/fedteds/W56HZV12Q0448

To access the data through FBO:

- a. Log on to the FBO web site.
- b. Enter your Marketing Partner Identification Number (MPIN).
- c. Search for the solicitation number.
- d. If solicitation is Export Controlled, select Verify MPIN.
- (1) TDPs that have an Export Control Warning Notice are subject to the Arms Export Control Act (Title 22, U.S.C., Sec 2751, et.seq.) or the Export Administration Act of 1979, as amended, Title 50, U.S.C, App. 2401 et. seq..
- (2) Further dissemination must be in accordance with provisions of DoD Directive 5230.25. This also applies to distribution of the TDP to all SUBCONTRACTORS at every level.
- (3) To obtain these TDPs, vendors and contractors must have a current DD 2345, Militarily Critical Technical Data Agreement on file with Defense Logistics Information Service (DLIS).\~ If you are currently certified, your MPIN will be verified and you may proceed to the next step.\~ To obtain certification, go to \\*HYPERLINK "http://www.dlis.dla.mil/jcp/"http://www.dlis.dla.mil/jcp/ click on documents and follow instructions provided. Processing time is estimated at six (6) to ten (10) weeks after receipt. FBO will allow you to access export controlled TDPs once certification is confirmed.
- (4) Upon completion of the purposes for which Government Technical Data has been provided, the Contractor is required to destroy all documents, including all reproductions, duplications, or copies thereof as may have been further distributed by the Contractor. Destruction of this technical data shall be accomplished by: shredding, pulping, burning, or melting any physical copies of the TDP and/or deletion or removal of downloaded TDP files from computer drives and electronic devices, and any copies of those files.
- e. If technical data is otherwise restricted, select Request Explicit Access. This will generate an email to the FBO system administrator at Army Contract Command - Warren (DTA) with all the information needed for them to grant you access. FBO will subsequently automatically generate an email stating when you have permission to view or download TDP items. Allow 2 3 working days to complete this FBO-TDP access/approval process through the FBO system.
- f. If multiple individuals in your company need access to the Technical Data Package (TDP) for a solicitation and an explicit access request is required, each individual MUST submit an explicit access request to be granted approval to view the TDP. Those same individuals MUST be registered in Federal Business Opportunities (FBO). Any individuals no longer with the company should be deleted. Questions related to registration in FBO should be directed to \\*HYPERLINK "https://www.fbo.gov/index"https://www.fbo.gov/index The FBO helpdesk phone number is (866) 606-8820. Vendors are responsible for placing correct information in FBO.
- g. It is strongly suggested that you submit the explicit access request and provide the buyer with the completed Use and Non-



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Disclosure Agreement at the same time if the solicitation requires both to gain access to view the TDP.

h. A user guide for FBO can be found at \\*HYPERLINK "https://www.fbo.gov" <https://www.fbo.gov> - on the right is User Guides - click on Vendor.

[End of clause]

8	52.248-4502	CONFIGURATION MANAGEMENT DOCUMENTATION	NOV/2006
	TACOM		
	(RI)/ECBC		

a. The Contractor may submit Engineering Change Proposal (ECPs), Value Engineering Change Proposals (VECPs), Request for Deviations (RFDs), and Notice of Revisions (NORs) for the documents in the Technical Data Package (TDP). The contractor shall prepare these documents in accordance with block 4 of the enclosed DD Form 1423, Contract Data Requirements List (CDRL). The contractor is not responsible for the documentation of the logistics support impact of proposed ECPs. These documents shall be submitted electronically in accordance with block 14 of the enclosed DD Form 1423, CDRL. MIL-HDBK-61 may be used for general guidance on Configuration Management.

b. If the Government receives the same or substantially the same VECPs from two or more contractors, the contracts whose VECP is received first, will be entitled to share with the Government in all instant, concurrent, future, and collateral savings.

c. Duplicate VECPs, which are received subsequently, will be returned to the contractor(s) without formal evaluation, regardless of whether or not the first VECP has been approved and accepted by the Government. If the first VECP submitter's proposal is accepted by the Government, subsequent submitters will receive no VECP savings under their own or other contracts.

(CS71112) (End of Clause)

**PACKAGING AND MARKING**

9	52.211-4500	PACKAGING REQUIREMENTS (SPECIFICATIONS/STANDARDS)	DEC/2007
	TACOM (RI)		

A. The preservation, packing, and marking requirements for the item identified above shall be accomplished in accordance with the requirements in the specification/standard defined below.

B. The following requirements shall apply:

PRESERVATION: MILITARY  
LEVEL OF PACKING: B  
QUANTITY PER UNIT PACKAGE: 001  
SPECIFICATION/STANDARD: MIL-STD-2073-1D

C. Marking: In addition to any special marking markings called out by the specification/standard above;

C.1. All unit packages, intermediate packs, exterior shipping containers, and, as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision P, Change Notice 4, dated 19 Sep 07 including bar coding and a MSL label. The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract or not. Special markings include, but are not limited to, Shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive materiel will not identify the nature of the materiel. Passive RFID tagging is required in all contracts that contain DFARS clause 252.211-7006. Contractors must check the solicitation and/or contract for this clause. For details and most recent information, see \\*HYPERLINK "<http://www.acq.osd.mil/log/rfid/index.htm>" <http://www.acq.osd.mil/log/rfid/index.htm> for the current DoD Suppliers Passive RFID Information Guide and Supplier Implementation Plan. If the item has Unique Item Identifier (UII) markings then the concatenated UII needs to be 2D bar coded and applied on the unit package, intermediate and exterior containers, and the palletized unit load.

D. Heat Treatment and Marking of Wood Packaging Materials: All non-manufactured wood used in packaging shall be heat treated to a core temperature of 56 degrees Celsius for a minimum of 30 minutes. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall be affiliated with an inspection agency accredited by the board of review of the American Lumber Standard Committee. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall ensure tractability to the original source of heat treatment. Each box/pallet shall be marked to show the conformance to the International Plant Protection Convention Standard. Boxes/pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. The quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens; on two sides of the pallet. Foreign manufacturers shall have

Name of Offeror or Contractor:

the heat treatment of non-manufactured wood products verified in accordance with their National Plant Protection Organizations compliance program. In addition, wood used as dunnage for blocking and bracing, to include ISO containers, shall be ordered with ALSC certified marking for dunnage or the markings may be applied locally at two foot intervals.

E. The specification/standard cited is intended to give a clear and accurate description of the technical packaging requirements for the item being procured, including the procedure by which it can be determined that the requirements have been met. Specific instructions and/or tailoring of the specification/standard is detailed in the supplemental instructions in paragraph G below. Any design changes or changes in the method of preservation that provide a cost savings without degrading the method of preservation or packing and without affecting the serviceability of the item will be considered and responded to within 10 days of submission to PCO with copies to the ACO. The government reserves the right to require testing to validate alternate industrial preservation methods, materials, blocking, bracing, cushioning, and packing.

F. Hazardous Materials (as applicable):

F.1. Hazardous Materials is defined as a substance, or waste which has been determined by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce and which has been so designated. (This includes all items listed as hazardous in Titles 29, 40 and 49 CFR and other applicable modal regulations effective at the time of shipment.)

F.2. When applicable, packaging and marking for hazardous material shall comply with the requirements for the mode of transport and the applicable performance packaging contained in the following documents:  
--International Air Transport Association (IATA) Dangerous Goods Regulations  
--International Maritime Dangerous Goods Code (IMDG)  
--Code of Federal Regulations (CFR) Title 29, Title 40 and Title 49  
--Joint Service Regulation AFJMAN24-204/TM38-250/NAVSUPPUB 505/MCO P4030.19/DLAM 4145.3 (for military air shipments).

F.3. If the shipment originates from outside the continental United States, the shipment shall be prepared in accordance with the United Nations Recommendations on the Transport of Dangerous Goods in a manner acceptable to the Competent Authority of the nation of origin and in accordance with regulations of all applicable carriers.

F.4. When applicable a Product Material Safety Data Sheets (MSDS) is required to be included with every unit pack and intermediate container and shall be included with the packing list inside the sealed pouch attached to the outside of the package.

SUPPLEMENTAL INSTRUCTIONS: Unitization: Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall be of a size to allow for placement of two loads high and wide in a conveyance. The weight capacity of the pallet must be adequate for the load. The pallet is a 40 x 48 inch, 4-way entry pallet although variations may be permitted as dictated by the characteristics of the items being unitized. The load shall be contained in a manner that will permit safe handling during shipment and storage.

PLACE A RED X AND THE WORDSSHORT BOX ON THE FRONT OF ANY BOX THAT HAS A SHORT QUANTITY, THEN PLACE THAT BOX/BOXES WITH THE MARKINGS SHOWING ON THE TOP FRONT OF THE PALLET LOAD.

Packaging shall be in accordance with MIL-STD-2073-1 and have successfully passed test levels of ASTM D 4169, Distribution Cycle 18, Assurance Level II, Acceptance Criterion 3, Military packing Level B . The warehouse stacking height shall be 16 ft. The shipping unit shall be the unit pack. Marking shall be in accordance with MIL-STD-129. Testing shall be witnessed by the Government Quality Assurance Representative. Packaged gross weight and size shall be included on the test report as well as a detailed description of the packaging. The Contractor is exempted from testing if other data can be provided (see para. 5.6 of MIL-STD-2073-1D) and is acceptable to the Government. Similar items do not require retesting.

(DS6418) (End of Clause)

INSPECTION AND ACCEPTANCE

10	52.246-2	INSPECTION OF SUPPLIES--FIXED-PRICE	AUG/1996
11	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
12	52.246-11	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT	FEB/1999

The Contractor shall comply with the higher-level quality standard selected below. [If more than one standard is listed, the offeror shall indicate its selection by checking the appropriate block.]

Title	Number	Date	Tailoring
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Quality Management Systems      ISO 9001:2008      15 Nov 2008      Exclude Paragraph 7.3

General Requirements for the competence of testing and calibration laboratories  
ISO/IEC17025, 2nd Ed      15 May 2005      Limited to Gov/Contractor Labs that do Agent/Stimulant Testing

(End of Clause)

13      52.209-4512      FIRST ARTICLE TEST (CONTRACTOR TESTING)      MAR/2008  
TACOM (RI)

a. The first article shall be examined and tested in accordance with contract requirements, the item specification(s), Quality Assurance Provisions (QAPs) and all drawings listed in the Technical Data Package.

b. The first article shall be representative of items to be manufactured using the same processes and procedures and at the same facility as contract production. All parts and materials, including packaging and packing, shall be obtained from the same source of supply as will be used during regular production. All components, subassemblies, and assemblies in the first article sample shall have been produced by the Contractor (including subcontractors) using the technical data package applicable to this procurement.

c. The first article shall be inspected and tested by the contractor for all requirements of the drawing(s), the QAPs, and specification(s) referenced thereon, except for:

(1) Inspections and tests contained in material specifications provided that the required inspection and tests have been performed previously and certificates of conformance are submitted with the First Article Test Report.

(2) Inspections and tests for Military Standard (MS) components and parts provided that inspection and tests have been performed previously and certifications for the components and parts are submitted with the First Article Test Report.

(3) Corrosion resistance tests over 10 days in length provided that a test specimen or sample representing the same process has successfully passed the same test within 30 days prior to processing the first article, and results of the tests are submitted with the First Article Test Report.

(4) Life cycle tests over 10 days in length provided that the same or similar items manufactured using the same processes have successfully passed the same test within 1 year prior to processing the first article and results of the tests are submitted with the First Article Test Report.

(5) Onetime qualification tests, which are defined as a one-time on the drawing(s), provided that the same or similar item manufactured using the same processes has successfully passed the tests, and results of the test are on file at the contractor's facility and certifications are submitted with the First Article Test Report.

d. Those inspections which are of a destructive nature shall be performed upon additional sample parts selected from the same lot(s) or batch(es) from which the first article was selected.

e. A First Article Test Report shall be compiled by the contractor documenting the results of all inspections and tests (including supplier's and vendor's inspection records and certifications, when applicable). The First Article Test Report shall include actual inspection and test results to include all measurements, recorded test data, and certifications (if applicable) keyed to each drawing, specification and QAP requirement and identified by each individual QAP characteristic, drawing/specification characteristic and unlisted characteristic. Evidence of the QAR's verification will be provided. One copy of the First Article Test Report will be copy furnished to the Contracting Officer through the Contract Specialist by e-mail attachment.

f. Notwithstanding the provisions for waiver of first article, an additional first article sample or portion thereof, may be ordered by the Contracting Officer in writing when (i) a major change is made to the technical data, (ii) whenever there is a lapse in production for a period in excess of 90 days, or (iii) whenever a change occurs in place of performance, manufacturing process, material used, drawing, specification or source of supply. When conditions (i), (ii), or (iii) above occurs, the Contractor shall notify the Contracting Officer so that a determination can be made concerning the need for the additional first article sample or portion thereof, and instructions provided concerning the submission, inspection, and notification of results. Costs of the additional first article testing resulting from any of the causes listed herein that were instituted by the contractor and not due to changes directed by the Government shall be borne by the Contractor.

(ES6026)      (End of Clause)

14      52.209-4514      FIRST ARTICLE TESTING (CONTRACTOR) UTILIZATION OF ECBC LAB (TSA)      FEB/2009

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(ECBC-RI)

1. CLIN 0001AB and 0002AB, Storage Bag has a requirement for First Article Testing.
2. The elements of First Article Testing (FAT) that can be performed by the Edgewood Chemical Biological Center (ECBC), Rock Island at the prices stated will be included as attachment 0002 to the solicitation.

Prices are valid for 180 days after contract award.  
These prices shall be included in the total FAT price proposed.

3. These elements may not be all inclusive of the FAT Requirements as stated in the solicitation. It is the successful offerors responsibility to ensure that all FAT Requirements are met.

4. It is not a requirement of this solicitation to utilize the ECBC Rock Island Lab, but an option available to all interested offerors.

5. If it is determined that ECBC Test Laboratories, Rock Island, will be utilized for conducting any of the above testing, it is the successful contractors responsibility to contact the Chief, ECBC-RI Test Laboratory to establish a Test Service Agreement (TSA) for necessary ECBC testing support. See contact information below.

Point of Contact for the ECBC Rock Island Lab is below:

Chief, ECBC-RI Test Facility  
RDECOM-ECBC  
Building 131  
1 Rock Island Arsenal  
Rock Island, IL 61299-7390  
usarmy.ria.ecbc.mail.testfacility@mail.mil

6. The TSA will not be part of the resultant contract, but an independent agreement between the contractor and ECBC Rock Island. Payment to ECBC will be the responsibility of the successful offeror.

7. It is in the contractors best interest to contact the ECBC Test Lab as soon after contract award as possible to start the TSA process. Delay in contract performance due to failure to contact the lab and make arrangements in a timely manner is not an excusable delay.

A copy of the TSA form is provided as an attachment to help expedite the TSA process.

8. Contractor shall annotate below whether the ECBC Lab will be utilized for this requirement.

\_\_\_\_\_ The ECBC Lab will be utilized for this requirement.

\_\_\_\_\_ The ECBC Lab will not be utilized for this requirement.

(End of Clause]

15      52.246-4530      PRODUCTION LOT ACCEPTANCE TESTING (GOVERNMENT FACILITY)      DEC/1997  
TACOM (RI)

(a) A production lot acceptance test sample is required to be submitted by the contractor from each production lot tendered to the Government for acceptance.

(b) The production lot acceptance test sample shall consist of the following: Saranex PN 5-19-11226 is required to have preproduction lot testing completed prior to use IAW the applicable QAP, drawings, specification and NORs Z24-0539-001 and Z24-0539-002.

(c) The production lot acceptance test sample units shall be randomly selected from the entire lot by, or in the presence of, the Government Quality Assurance Representative (QAR). Prior to selection of the production lot acceptance test sample units, the lot shall have been inspected to, and shall meet all requirements of, the contract. Unless authorized by the Contracting Officer, a test sample shall not be submitted from a lot which is or has been rejected for nonconformance to the detailed requirements of the contract, the specification(s), and/or the drawing(s).

(d) The production lot acceptance test sample (including, if applicable, basic issue items and/or repair parts) shall be packaged and packed in accordance with contract; if packaging and packing requirements are not specified in the contract, the production lot acceptance test sample shall be packaged and packed in accordance with best commercial practices. The production lot acceptance test

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sample shall be appropriately marked, to include the drawing/part number, the contract number, the name of the contractor, and FOR PRODUCTION LOT ACCEPTANCE TESTING. The production lot acceptance test sample shall be accompanied by a DD Form 1222, Request for and Results of Test, appropriately completed by the Government QAR. A copy of the results of the Contractor's examination and/or test shall be attached to the DD Form 1222. Simultaneous with shipment of the production lot acceptance test samples, a copy of the DD form 1222 (including attached documentation) shall be submitted to:

EDGEWOOD CHEMICAL BIOLOGICAL CENTER  
ATTN: RDCB-DET-T/DO NGUYEN  
BLDG E5165 WEBSTER ROAD  
ABEERDEEN PROVING GROUNDS, MD 21010-5424  
PH (410) 436-4337

(e)The production lot acceptance test sample shall be shipped Free on board (FOB) Destination to the location designated below unless transportation protective service and/or transportation security is required (by other provision of this contract); if transportation protective service and/or transportation security is required, the test sample shall be shipped FOB origin on a Government Bill of Lading (GBL).

Shipping destination is the same as in part (d).

(f)) The production lot acceptance test sample shall be examined and tested by the Government for and/or in accordance with applicable QAP, drawings, specification and NORs Z24-0539-001 and Z24-0539-002.

(g) Within 30 days after receipt of the production lot acceptance test sample at the Government facility, the Contracting Officer shall provide written notification to the contractor as to the approval, disapproval, or conditional approval of the production lot acceptance test sample. Unless authorized by the Contracting Officer, the lot from which the production lot acceptance test sample is drawn shall not be shipped from the Contractor's facility, nor shall final acceptance of the lot be made, until such time as notification has been provided by the Contracting Officer that the production lot acceptance test samples have been approved/conditionally approved.

(h) If the Contracting Officer does not provide notification of the approval, conditional approval, or disapproval of the production lot acceptance test sample within the time specified above, the Contracting Officer shall equitably adjust the delivery/performance dates and/or the contract price (and any other contractual provision affected by such delay) in accordance with the procedures provided in the Changes clause of this contract.

(i) If the production lot acceptance test sample fails to meet any applicable contractual requirement, the lot from which the test sample was drawn shall be considered to be rejected. The Contractor shall take immediate corrective action, both to correct the deficiency/nonconformance (if applicable) and to prevent recurrence of such deficiency/nonconformance, and shall submit an additional production lot acceptance test sample (from the reworked lot or from a new lot as applicable). Such corrective action shall be taken by the contractor at no increase in contract price and shall apply to all items (including, if applicable, basic items and/or repair parts) either in-process or final assembly which have been produced (or are in production) since the last successful production lot acceptance test. Any and all costs associated with testing the additional production lot acceptance test sample shall be borne by the contractor. The Contracting Officer shall equitably adjust the contract price as applicable for the costs associated with additional testing resulting from failure of the production lot acceptance test sample to meet applicable contractual requirements.

(j) If the contractor fails to deliver any production lot acceptance test sample for test within the time specified, or if the production lot acceptance test sample is disapproved and an acceptable replacement is not provided within the time specified, the contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(k) Unless otherwise specified, the production lot acceptance test sample shall be considered to be destructively tested, and is in addition to the units deliverable under the contract.

(ES6042) (End of clause)

16	52.246-4028	INSPECTION AND ACCEPTANCE POINTS: ORIGIN	NOV/2005
	(TACOM)		

The Government's inspection and acceptance of the supplies offered under this contract/purchase order shall take place at ORIGIN. Offeror must specify below the exact name, address, and CAGE of the facility where supplies to be furnished under this contract/purchase order will be available for inspection/acceptance.

INSPECTION POINT: \_\_\_\_\_

(Name)	(CAGE)		
_____			
(Address)	(City)	(State)	(Zip)

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ACCEPTANCE POINT:

(Name)

(CAGE)

(Address)

(City)

(State)

(Zip)

[End of Clause]

17

52.246-4515

INCLUSION OF TESTING COSTS

APR/2012

(FCBC-RI)

1. All test costs associated with the performance of this contract shall be borne by the contractor and shall be part of the overall unit cost of the item(s) to be delivered under this contract with the exception of the costs associated with performing the First Article Test which shall be separately priced (see CLIN 0001AB and 0002AB).

2. These costs shall include, but are not limited to:

- (a) All pre-production material evaluations.

(b) All production lot acceptance inspection/test costs required to be performed or directed by government documents, contract clauses, drawing, specification or publications used to determine material compliance or suitability for use in this contract.

(c) All transportation and/or shipping costs associated with the performance of FA tests and/or production lot testing/acceptance inspection.

(d) All inspections and tests performed by government or commercial test laboratories.

3. Testing that cannot be performed by a commercial testing laboratory because it involves actual chemical agents or simulant, and/or unique equipment may be contracted with the Edgewood Chemical Biological Center (ECBC) Test Laboratories, Aberdeen Proving Grounds, MD. A test service agreement (TSA) will be established for this testing. It is the responsibility of the contractor to contact the ECBC Testing Laboratories for a cost estimate of the testing, which will be included in the contractor's proposed unit price.

4. Contacts for obtaining cost estimates for agent or simulant and physical testing or chemical agent testing are as follows:

For agent or simulant and physical testing:

Chief
Test, Reliability & Evaluation Branch
Edgewood Chemical Biological Center
Email: APGR-ECBCTREB@conus.army.mil

And/or:

For chemical agent testing:

Chief
Protective Equipment Test Branch
Edgewood Chemical Biological Center
Email: APGR-ECBCProtectiveEquipmentTestBranch@conus.army.mil

5. If it is determined that Edgewood Chemical Biological Center (ECBC) Test Laboratories, Aberdeen Proving Grounds (APG), MD, will be utilized for conducting any of the above testing, it is the successful contractors responsibility to contact:

Email: svc.ecbc.techor.apgr@conus.army.mil
Technical Industrial Liaison Officer
Edgewood Chemical Biological Center
5183 Blackhawk Road
Building E3330
Aberdeen Proving Ground, MD 21010-5424

to establish a TSA for necessary ECBC testing support. It is in the contractors best interest to contact the Technical Industrial Liaison Officer as soon after contract award as possible to start the TSA process. Delay in contract performance due to failure to do so in a timely manner is not an excusable delay.

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(ES7020)

(End of clause)

18      52.246-4516      LAB PERFORMANCE CERTIFICATION REQUIREMENTS      NOV/2006  
(ECBC-RI)

For contracts requiring Agent/Simulant testing, the Contractor is not to commence any testing until the Performance Certification requirements have been met. A Performance Certification shall be required for each national stock number (NSN) or non-NSN that requires Agent/Simulant testing on the contract. Performance Certification on the lab facility will be valid for up to 365 days from the date of approval. At the expiration of the Performance Certification, or if another NSN is awarded, a new Performance Certification is required. The Contractor is required to follow these steps to receive a Performance Certification:

1. Complete/fill out Certification Testing Log Sheet. To obtain a copy of Certification Testing Log Sheet, please request a copy from: usarmy.RIA.ecbc.mbx.labcerts@mail.mil.
2. Send completed Testing Log Sheet within 30 days of award of contract/delivery order/option/add-on to the contract, to Edgewood Chemical Biological Center-Rock Island, RDCB-DES-Q, ATTN: Qualification Procedure Team Lead; by FAX to 309-782-1919, or email to: usarmy.RIA.ecbc.mbx.labcerts@mail.mil.
3. After receiving the completed Testing Log Sheet, a Quality Assurance Representative will schedule a visit to the testing facility within 15 calendar days of receipt of the documentation for the initial award of each NSN OR non-NSN that requires Agent/Simulant testing on the contract, and each year thereafter, if required.
4. The Quality Assurance Representative will verify or complete the following regarding the Performance Certification requirements, but is not limited to:
  - a. Ensure the testing facility has the appropriate tech data packages or performance specification as required by the contract.
  - b. Type of Agent/purity level 90% or above is recommended
  - c. Test equipment (calibration methods/standards)
  - e. Testing Processes/Procedures/Work Instructions
  - f. Technical documentation, including drawings, specifications, handbooks, manuals, and other technical publications
  - g. Training qualifications (records) to conduct test
5. The Government will notify the Contractor within 5 days of the visit as to whether the Performance Certification requirement has been met or not. If the performance certification requirement has been met, a lab Performance Certification letter and certificate will be issued, authorizing the testing facility to conduct testing. The Contractor may commence the required testing upon authorization.

(ES7021)

(End of Provision)

19      52.246-4528      REWORK AND REPAIR OF NONCONFORMING MATERIAL      MAY/1994  
TACOM RI

- a. Rework and Repair are defined as follows:

(1) Rework - The reprocessing of nonconforming material to make it conform completely to the drawings, specifications or contract requirements.

(2) Repair - The reprocessing of nonconforming material in accordance with approved written procedures and operations to reduce, but not completely eliminate, the nonconformance. The purpose of repair is to bring nonconforming material into a usable condition. Repair is distinguished from rework in that the item after repair still does not completely conform to all of the applicable drawings, specifications or contract requirements.

b. Rework procedures along with the associated inspection procedures shall be documented by the Contractor and submitted to the Government Quality Assurance Representative (QAR) for review prior to implementation. Rework procedures are subject to the QAR's disapproval.

c. Repair procedures shall be documented by the Contractor and submitted on a Request for Deviation/Waiver, to the Contracting Officer

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for review and written approval prior to implementation.

- d. Whenever the Contractor submits a repair or rework procedure for Government review, the submission shall also include a description of the cause for the nonconformances and a description of the action taken or to be taken to prevent recurrence.
- e. The rework or repair procedure shall also contain a provision for reinspection which will take precedence over the Technical Data Package requirements and shall, in addition, provide the Government assurance that the reworked or repaired items have met reprocessing requirements.

(ES7012) (End of Clause)

20	52.246-4532	DESTRUCTIVE TESTING	MAY/1994
	TACOM RI		

- a. All costs for destructive testing by the Contractor and items destroyed by the Government are considered as being included in the contract unit price.
- b. Where destructive testing of items or components thereof is required by contract or specification, the number of items or components required to be destructively tested, whether destructively tested or not, shall be in addition to the quantity to be delivered to the Government as set forth in the Contract Schedule.
- c. All pieces of the complete First Article shall be considered as destructively tested items unless specifically exempted by other provisions of this contract.
- d. The Contractor shall not reuse any components from items used in a destructive test during First Article, lot acceptance or inprocess testing, unless specifically authorized by the Contracting Officer.
- e. The Government reserves the right to take title to all or any items or components described above. The Government may take title to all or any items or components upon notice to the Contractor. The items or components of items to which the Government takes title shall be shipped in accordance with the Contracting Officer's instructions. Those items and components to which the Government does not obtain title shall be rendered inoperable and disposed of as scrap by the Contractor.

(ES7011) (End of Clause)

**DELIVERIES OR PERFORMANCE**

21	52.211-17	DELIVERY OF EXCESS QUANTITIES	SEP/1989
22	52.242-15	STOP-WORK ORDER	AUG/1989
23	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
24	52.247-34	F.O.B. DESTINATION	NOV/1991
25	52.247-48	F.O.B. DESTINATION--EVIDENCE OF SHIPMENT	FEB/1999
26	252.211-7003	ITEM IDENTIFICATION AND VALUATION (JUN 2011) -- ALTERNATE I (DEC 2011)	DEC/2011
27	52.242-4022	DELIVERY SCHEDULE	SEP/2008
	(TACOM)		

- (a) Delivery under this contract must conform to the required schedule specified below, unless acceleration is acceptable.
- (b) DEFINITIONS:

- (1) DAYS means the number of days after the date of contract award when you must deliver the stated quantity (QTY) of supplies.
- (2) DELIVERY is defined as follows:
- FOB Origin - Contractor is required to deliver its shipment as provided in FAR 52.247-29(a)(1)-(4) by the time specified in the individual contract; or
- FOB Destination - Contractor is required to deliver its shipment as provided in FAR 52.247-34(a)(1)-(2) by the time



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specified in the individual contract. The contractor must take into consideration the length of time necessary to deliver its shipment to the destination designated in the contract, to ensure that the item reaches its destination by the time reflected in the contract.

(c) The Government requires delivery to be made according to the following schedule:

(1) GOVERNMENT REQUIRED DELIVERY SCHEDULE WITH FIRST ARTICLE TEST (FAT)

ITEM NO.	QTY	WITHIN DAYS AFTER DATE OF CONTRACT AWARD
0001AA, 0001AC, 0001AD	120	240
0001AA, 0001AC, 0001AD	120	270
0001AA, 0001AC, 0001AD	120	300
0001AA, 0001AC, 0001AD	50	330
0002AA, 0002AC, 0002AD	120	240
0002AA, 0002AC, 0002AD	120	270
0002AA, 0002AC, 0002AD	120	300
0002AA, 0002AC, 0002AD	120	330
0002AA, 0002AC, 0002AD	40	360

(2) GOVERNMENT REQUIRED DELIVERY SCHEDULE IF THERE IS NO FIRST ARTICLE TEST (FAT), OR IF FAT IS WAIVED

ITEM NO.	QTY	WITHIN DAYS AFTER DATE OF CONTRACT AWARD
0001AA, 0001AC, 0001AD	120	150
0001AA, 0001AC, 0001AD	120	180
0001AA, 0001AC, 0001AD	120	210
0001AA, 0001AC, 0001AD	50	240
0002AA, 0002AC, 0002AD	120	150
0002AA, 0002AC, 0002AD	120	180
0002AA, 0002AC, 0002AD	120	210
0002AA, 0002AC, 0002AD	120	240
0002AA, 0002AC, 0002AD	40	270

(d) Accelerated delivery schedule is acceptable at no additional cost to the Government.

(e) If an accelerated delivery schedule is not acceptable, the required delivery schedule above will apply. If it is acceptable, you may propose an accelerated delivery schedule at no additional cost; fill in the appropriate information here:

(1) OFFERORS PROPOSED ACCELERATED DELIVERY SCHEDULE WITH FIRST ARTICLE TEST (FAT)

ITEM NO.	QTY	WITHIN DAYS AFTER DATE OF CONTRACT AWARD
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(2) OFFERORS PROPOSED ACCELERATED DELIVERY SCHEDULE WITHOUT FIRST ARTICLE TEST (FAT), or IF FAT IS WAIVED

ITEM NO.	QTY	WITHIN DAYS AFTER DATE OF CONTRACT AWARD
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[End of Clause]

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CONTRACT ADMINISTRATION DATA

28                      252.204-0005                      PAYMENT INSTRUCTIONS FOR THE DEFENSE FINANCE AND ACCOUNTING SERVICE                      SEP/2009  
                                  (DFARS PGI)                      (DFAS) - Line Item Specific: by Cancellation Date

The payment office shall make payment using the ACRN with the earliest cancellation date first, exhausting all funds in that ACRN before disbursing funds from the next. In the event there is more than one ACRN associated with the same cancellation date, the payment amount shall be disbursed from each ACRN with the same cancellation date in the same proportion as the amount of funding obligated for each ACRN with the same cancellation date.

[End of Clause]

29                      52.232-4087                      PAYMENT UNDER WIDE AREA WORKFLOW (ACC WARREN)                      JAN/2012  
TACOM-Warren uses Wide Area Workflow, Receipt and Acceptance (WAWF-RA) to electronically process vendor requests for payment. (See DFARS clause 252.232-7003, entitled Electronic Submission of Payment Requests and Receiving Reports). Under WAWF-RA, vendors electronically submit (and track) invoices, and receipt/acceptance documents/reports. Submission of hard copy DD250/invoices is no longer acceptable for payment purposes.

The contractor shall register to use WAWF-RA at <https://wawf.eb.mil>. There is no charge to use WAWF. Direct any questions relating to system setup and vendor training to the Help Desk at Ogden, UT at 1-866-618-5988. Web-based training for WAWF is also available at <https://wawftraining.eb.mil>

To obtain payment, WAWF requires the contractor to input/indicate the various DoDAAC (Department of Defense Activity Address Code) codes that apply to the acquisition. These codes can be found on the cover page of contracts/orders as described below.

USE THE FOLLOWING CODES TO ROUTE YOUR INVOICES THROUGH WAWF:

- Your firms CAGE code (found in Block 15A of SF 33; Block 17a of SF 1449; Block 14 of SF 1442; Block 7 of SF 26)
- Issue and Admin DoDAAC Code (found in Block 7 of SF 33; Block 9 of SF 1449; Block 7 of SF 1442; Block 5 of SF 26)
- Ship-To DoDAAC Code (if deliverables are involved) (found in Section B of the contract where SF 33, SF 1442, or SF 26 is the cover page; Block 15 of SF 1449)
- Accept-By DoDAAC Code: If Inspection/Acceptance is Origin, use the Admin (DCMA)DoDAAC or the DoDAAC of the inspection/acceptance office if different than the Admin DoDAAC; if Destination, use the Ship-To DoDAAC Code. If Accepted-By Other: enter the DoDAAC of the activity designated to perform acceptance.
- Payment DoDAAC Code. (found in Block 25 of SF 33; Block 18a of SF 1449; Block 27 of SF 1442; Block 12 of SF 26)

The paying office DoDAAC and mailing address is located on the first page of the award. To track the status of your invoice, click on the link, Pay status (myInvoice-External link) at the bottom of the left-hand menu.

If your paying office is Columbus, direct any payment-related questions to the Defense Finance Accounting Services (DFAS) Columbus at 1-888-756-4571. Please have your order number and invoice ready when calling about payment status. If your paying office is other than Columbus, contact your contract administrator for the customer service phone/fax numbers.

[End of Clause]

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SPECIAL CONTRACT REQUIREMENTS

30 52.204-4005 REQUIRED USE OF ELECTRONIC CONTRACTING SEP/2004

(a) All contract awards, modifications and delivery orders issued by Army Contracting Command - Warren (DTA) will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions/clauses that appear "by reference," meaning only clause titles and regulation site are listed; their full texts can be found at the website <http://farsite.hill.af.mil/>

(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: <http://www.ccr.gov/> . (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate Army Contracting Command - Warren webpage:

Warren: [http://contracting.tacom.army.mil/CFDATA/AWARDS/AWARD\\_RPT01.cfm](http://contracting.tacom.army.mil/CFDATA/AWARDS/AWARD_RPT01.cfm)  
Rock Island - JMTC: <https://acquisition.army.mil/asfi/>  
Red River Army Depot: <https://acquisition.army.mil/asfi/>  
Anniston Army Depot: <https://acquisition.army.mil/asfi/>

(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".

(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <http://www.acq.osd.mil/dpap/ebiz/VANs.htm> . If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Please go to the following webpage for detailed information about submitting your offer electronically: <http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm>

(f) Additional information can be obtained by sending a message to: [usarmy.detroit.acc.mbx.wrn-web-page@mail.mil](mailto:usarmy.detroit.acc.mbx.wrn-web-page@mail.mil) or by calling (586) 282-7059.

CONTRACT CLAUSES

31	52.204-7	CENTRAL CONTRACTOR REGISTRATION	FEB/2012
32	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
33	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	APR/2008
34	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
35	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	NOV/2011
36	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	JAN/2011
37	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
38	52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG/2011
39	52.227-1	AUTHORIZATION AND CONSENT	DEC/2007
40	52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986) -- ALTERNATE I (APR 1984)	APR/1984
41	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
42	52.243-1	CHANGES--FIXED PRICE	AUG/1987
43	52.247-68	REPORT OF SHIPMENT (REPSHIP)	FEB/2006
44	52.249-1	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM)	APR/1984
45	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984

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46	252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	SEP/2011
47	252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	JAN/2009
48	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
49	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
50	252.204-7006	BILLING INSTRUCTIONS	OCT/2005
51	252.204-7008	EXPORT-CONTROLLED ITEMS	APR/2010
52	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
53	252.225-7001	BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM	JUN/2012
54	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	JUN/2012
55	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	JUN/2011
56	252.225-7033	WAIVER OF UNITED KINGDOM LEVIES	APR/2003
57	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
58	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	JUN/2012
59	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
60	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
61	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS)	JUN/2012
62	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2008
63	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002) -- ALTERNATE III (MAY 2002)	MAY/2002
64	52.209-3	FIRST ARTICLE APPROVAL -- CONTRACTOR TESTING (SEP 1989) -- ALTERNATE I (JAN 1997) AND ALTERNATE II (SEP 1989)	SEP/1989

(a) The Contractor shall test according to the following and as otherwise specified in the contract:

For CLIN 0001AB:

The First Article Test (FAT) shall consist of 3 packaged storage bags (pn 17-2-1023-1) and additional cloth from the same lot of material as needed for testing. The bags and cloth shall be inspected and tested for all requirements on drawing 17-2-1023 and Para 4.2 of MIL-PRF-20696F. Certificates of Conformance (CoC) required for all subcomponents. For the cloth, test results for all requirements from Para 4.2 of MIL-PRF-20696F are required rather than a CoC.

A packaging FAT for 3 packaged bags is required. The FAT shall consist of all inspections and tests required by section D of the contract. CoCs are required for all packaging materials. Pictures of all labels are required as part of the report.

The FAT report shall be submitted through the DCMA QAR for review prior to submission to the PCO.

For CLIN 0002AB:

The contractor shall conduct a First Article Test (FAT) on three (3) Insulated Liner, Inner Storage Bags, PN: 17-2-1024, inspected to all requirements of the drawings. FAT shall also consist of inspection and testing of all components as listed in their QAP, drawings, specifications, and NORs.

AGENT/SIMULANT TESTING IS REQUIRED.

The AGENT/SIMULANT testing /inspection must be completed at a Government testing facility. The contractor must comply with clause 52.246-4515 (RI) ECBC INCLUSION OF TESTING COSTS which provides the procedure to attain a cost estimate and establish a test service agreement. Testing completed at a Government facility does not need to be repeated by the contractor. The contractor shall include Government test data with the contractors FAT report. The Government facility performing AGENT/SIMULANT testing shall be a certified laboratory per clause 52.246-4516 (RI) ECBC LAB PERFORMANCE CERTIFICATION REQUIREMENTS.

AGENT/SIMULANT testing is required on the following: First Article Test (FAT) for SARANEX, PN 5-19-11226 shall include all inspections and testing required IAW the applicable drawing, specification, QAP, NORs Z24-0539-001 and Z24-0539-002.

Government Test Facility name and ship to address:

EDGEWOOD CHEMICAL BIOLOGICAL CENTER  
ATTN: RDCB-DET-T/DO NGUYEN  
BLDG E5165 WEBSTER ROAD  
ABEERDEEN PROVING GROUNDS, MD 21010-5424  
PH (410) 436-4337

Certificates of Conformances are required for all material and shall be submitted as part of the First Article Test Report (FATR). The contractor is responsible for all inspections and testing regardless of who conducts the actual testing.

A packaging FAT is required and shall consist of three (3) packaged units. Lot Numbering for end item and end item packaging shall be IAW MIL-STD-1168 and Section C and D of the contract. Pictures of the packaging are not required; however, they will expedite

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approval.

FAT report shall be submitted through the local QAR to the contracting officer.

The following applies to both CLIN 0001AB and 0002AB:

At least 15 calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within 90 calendar days from the date of this contract to the Contracting Officer through the Contract Specialist by e-mail attachment marked First Article Test Report: Contract No. \_\_\_\_\_, Lot/Item No. \_\_\_\_\_. Within 30 calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall repeat any or all first article tests. After each request for additional tests, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall then conduct the tests and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government shall take action on this report within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article report on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, and if the approved first article is not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.

(f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) Before first article approval, the Contracting Officer may, by written authorization, authorize the Contractor to acquire specific materials or components or to commence production to the extent essential to meet the delivery schedules. Until first article approval is granted, only costs for the first article and costs incurred under this authorization are allocable to this contract for

- (1) progress payments, or
- (2) termination settlements if the contract is terminated for the convenience of the Government. If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required changes or replace all items produced under this contract at no change in the contract price.
- (h) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the offeror/contractor and have been accepted by the Government. The offeror/contractor may request a waiver.
- (i) The Contractor shall produce both the first article and the production quantity at the same facility.

(End of Clause)

65	52.217-4001 (TACOM)	SEPARATELY PRICED OPTION FOR INCREASED QUANTITY	FEB/2007
(a) The Government may require the delivery of the numbered item, identified in the schedule as an option item, in the quantity and at the price stated in the schedule. This option may be exercised by the Government at any time, but in any event not later than 366 days for CLINs 0001AC and 0002AC after either (i) award or, if FAT is required, (ii) after FAT approval; and in any event not later than 731 days for CLINs 0001AD and 0002AD after either (i) award or, if FAT is required, (ii) after FAT approval. In addition, such option may be exercised in increments, subject to the stated total additional quantity limitations, price(s), and the above-stated time for exercise of the option.			

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(b) Delivery of the items added by the exercise of this option shall continue immediately after, and at the same rate as, delivery of like items called for under this contract, unless the parties hereto otherwise agree.

(c) Additionally, prior to the expiration of the original option period identified in paragraph (a) above, the Government may seek a bilateral extension of the option period for an additional period not to exceed 90 days from the expiration date of the original option period.

[End of Clause]

66	52.213-4	TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS)	MAR/2012
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(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

- (1) The clauses listed below implement provisions of law or Executive order:
  - (i) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
  - (ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).
  - (iii) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
  - (iv) 52.222-50, Combating Trafficking in Persons (Feb 2009)(22 U.S.C. 7104(g)).
  - (v) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
  - (vi) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
  - (vii) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78).

- (2) Listed below are additional clauses that apply:
  - (i) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Feb 2012) (31 U.S.C. 6101 note).
  - (ii) 52.232-1, Payments (Apr 1984).
  - (iii) 52.232-8, Discounts for Prompt Payment (Feb 2002).
  - (iv) 52.232-11, Extras (Apr 1984).
  - (v) 52.232-25, Prompt Payment (Oct 2008).
  - (vi) 52.233-1, Disputes (July 2002).
  - (vii) 52.244-6, Subcontracts for Commercial Items (Jan 2011).
  - (viii) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

- (1) The clauses listed below implement provisions of law or Executive order:
  - (i) 52.222-19, Child LaborCooperation with Authorities and Remedies (Mar 2012) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)
  - (ii) 52.222-20, Walsh-Healey Public Contracts Act (Oct 2010) (41 U.S.C. 35-45) (Applies to supply contracts over \$15,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).

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(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2010) (38 U.S.C. 4212) (Applies to contracts of \$100,000 or more).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793) (Applies to contracts over \$15,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, United States includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)

(v) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2010) (38 U.S.C. 4212) (Applies to contracts of \$100,000 or more).

(vi) 52.222-41, Service Contract Act of 1965, (Nov 2007) (41 U.S.C. 351, et seq.) (Applies to service contracts over \$2,500 that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wade Island, or the outer continental shelf lands).

(vii) 52.223-5, Pollution Prevention and Right-to-Know Information (May 2011) (E.O. 13148) (Applies to services performed on Federal facilities).

(viii) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b) (Unless exempt pursuant to 23.204, applies to contracts when energy-consuming products listed in the ENERGY STAR[reg] Program or Federal Energy Management Program (FEMP) will be--

(A) Delivered;

(B) Acquired by the Contractor for use in performing services at a Federally-controlled facility;

(C) Furnished by the Contractor for use by the Government; or

(D) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.)

(ix) 52.225-1, Buy American ActSupplies (Feb 2009) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use within the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition--

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000.)

(x) 52.232-33, Payment by Electronic Funds TransferCentral Contractor Registration (Oct 2003). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)

(xi) 52.232-34, Payment by Electronic Funds TransferOther than Central Contractor Registration (May 1999). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)

(xii) 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241). Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).)

(2) Listed below are additional clauses that may apply:

(i) 52.209-6, Protecting the Governments Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Dec 2010) (31 U.S.C. 6101 note). (Applies to contracts over \$30,000).

(ii) 52.211-17, Delivery of Excess Quantities (Sep 1989) (Applies to fixed-price supplies).

(iii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247) (Applies to contracts greater than \$25,000 that provide for the provision, the service, or the sale of food in the United States.)

(iv) 52.247-29, F.o.b. Origin (Feb 2006) (Applies to supplies if delivery is f.o.b. origin).

(v) 52.247-34, F.o.b. Destination (Nov 1991) (Applies to supplies if delivery is f.o.b. destination).

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(c) FAR 52.252-2, Clauses Incorporated by Reference (Feb 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): \\*HYPERLINK "http://farsite.hill.af.mil/VFFARA.HTM"http://farsite.hill.af.mil/VFFARA.HTM or \\*HYPERLINK "http://farsite.hill.af.mil/VPDFARA.HTM"http://farsite.hill.af.mil/VPDFARA.HTM or \\*HYPERLINK "http://farsite.hill.af.mil/VFAFARA.HTM"http://farsite.hill.af.mil/VFAFARA.HTM

(d) Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights --

- (1) Within a reasonable period of time after the defect was discovered or should have been discovered; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) Termination for the Governments convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractors records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of Clause)

67 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION APR/2012

(a) Definitions. As used in this clause--

"Long-term contract" means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent



<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN W56HZV-12-Q-0448      MOD/AMD</p>	<p style="text-align: center;"><b>Page 33 of 51</b></p>
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its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

- (1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.
- (2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts

- (i) Within 60 to 120 days prior to the end of the fifth year of the contract; and
- (ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards>

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it [ ] is, [ ] is not a small business concern under NAICS Code \_\_\_\_\_ assigned to contract number \_\_\_\_\_. [Contractor to sign and date and insert authorized signer's name and title].

(End of clause)

68      52.223-3      HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA      JAN/1997

(a) Hazardous material, as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material	Identification No.
(If none, insert None)	

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting

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the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Governments rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to --

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of Clause)

69                      52.223-11                      OZONE-DEPLETING SUBSTANCES                      MAY/2001

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II , including, but not limited to hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

Warning

Contains (or manufactured with, if applicable) \*\_\_\_\_\_, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

\* The Contractor shall insert the name of the substance(s).

(End of Clause)

70                      52.252-2                      CLAUSES INCORPORATED BY REFERENCE                      FEB/1998

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address:

<http://www.acq.osd.mil/dpap/dars/far.html> or <http://www.acq.osd.mil/dpap/dars/index.htm> or  
<http://farsite.hill.af.mil/VFAFARA.HTM>

(End of Clause)

71                    52.252-6                    AUTHORIZED DEVIATIONS IN CLAUSES                    APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

(b) The use in this solicitation or contract of any DoD FAR SUPPLEMENT (48 CFR 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

(End of Clause)

72                    252.223-7001                    HAZARD WARNING LABELS                    DEC/1991

(a) Hazardous material, as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labeling requirements of one of the following statutes:

(1) Federal Insecticide, Fungicide and Rodenticide Act;

(2) Federal Food, Drug and Cosmetics Act;

(3) Consumer Product Safety Act;

(4) Federal Hazardous Substances Act; or

(5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert None.)	ACT
_____	_____
_____	_____
_____	_____

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

(End of clause)

73                    52.204-4009                    MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION                    MAR/2005

(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the website:

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<http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm>

- (b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.
- (c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).
- (d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.
- (e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

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LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	A004 FIRST ARTICLE TEST REPORT (FATR)		001	DATA
Exhibit B	A005 PRODUCTION LOT ACCEPTANCE TEST REPORT (GOVERNMENT)		001	DATA
Attachment 0001	A004 FIRST ARTICLE TEST REPORT (FATR)		004	EMAIL
Attachment 0002	UTILIZATION OF THE ECBC LAB (TSA)		001	DATA
Attachment 0003	A005 PRODUCTION LOT ACCEPTANCE TEST REPORT (GOVERNMENT)		004	EMAIL
74	52.204-4500 ADDITIONAL ATTACHMENTS TACOM (RI)			FEB/2012

The following documents are hereby attached by reference and may form a part of this acquisition. These documents are available in electronic format on the internet via the link named Standard Solicitation Attachments (ARDEC/ECBC Procurements) at [http://contracting.tacom.army.mil/acqinfo/SolAtatchARDEC\\_ECBC.htm](http://contracting.tacom.army.mil/acqinfo/SolAtatchARDEC_ECBC.htm). Vendors should ensure that they have the correct attachments in their possession prior to submitting a bid/proposal/quote.

Title / Number of Pages

Instructions and Address Code Distribution (ARDEC or Chem-Bio)  
See <http://contracting.tacom.army.mil/engr/engrchange.htm>  
1 Pg

Address List ACC-Warren(DTA) and DLA Land Warren  
1 Pg

Data Delivery Description Engineering Change Proposal  
9 Pgs

Data Delivery Description Notice of Revision  
2 Pgs

Data Delivery Description Request for Deviation  
4 Pgs

Guidance on Documentation of Contract Data Requirements List (CDRL)  
2 Pgs

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REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

75	52.225-20	PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN-- CERTIFICATION	AUG/2009
76	252.203-7005	REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	NOV/2011
77	52.204-8	ANNUAL REPRESENTATIONS AND CERTIFICATIONS	MAY/2012

(a)(1) The North American Industry classification System (NAICS) code for this acquisition is 314911.

(2) The small business size standard is 500.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

[ ] (i) Paragraph (d) applies.

[ ] (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless--

- (A) The acquisition is to be made under the simplified acquisition procedures in Part 13;
- (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
- (C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that--

- (A) Are not set aside for small business concerns;
- (B) Exceed the simplified acquisition threshold; and
- (C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations--Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.

(vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

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(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xvi) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$77,494, the provision with its Alternate II applies.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran--Representation and Certification. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to--

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

\_\_\_ (i) 52.219-22, Small Disadvantaged Business Status.

\_\_\_ (A) Basic.

\_\_\_ (B) Alternate I.

\_\_\_ (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

\_\_\_ (iii) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of

Name of Offeror or Contractor:

Certain Equipment Certification.

- \_\_\_ (iv) 52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services--Certification.
- \_\_\_ (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).
- \_\_\_ (vi) 52.227-6, Royalty Information.
- \_\_\_ (A) Basic.
- \_\_\_ (B) Alternate I.
- \_\_\_ (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website accessed through \\*HYPERLINK "https://www.acquisition.gov"https://www.acquisition.gov. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

78 252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS JUL/2012  
Substitute the following paragraphs (d) and (e) for paragraph (d) of the provision at FAR 52.204-8:

- (d)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:
- (i) 252.209-7001, Disclosure of Ownership or Control by the Government of a Terrorist Country. Applies to all solicitations expected to result in contracts of \$150,000 or more.
- (ii) 252.209-7003, Reserve Officer Training Corps and Military Recruiting on Campus--Representation. Applies to all solicitations with institutions of higher education.
- (iii) 252.216-7008, Economic Price Adjustment--Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.
- (iv) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.
- (v) 252.229-7012, Tax Exemptions (Italy)--Representation. Applies to solicitations when contract performance will be in Italy.
- (vi) 252.229-7013, Tax Exemptions (Spain)--Representation. Applies to solicitations when contract performance will be in Spain.
- (vii) 252.247-7022, Representation of Extent of Transportation by Sea. Applies to all solicitations except those for direct purchase of ocean transportation services or those with an anticipated value at or below the simplified acquisition threshold.



Name of Offeror or Contractor:

(2) The following representations or certifications in ORCA are applicable to this solicitation as indicated by the Contracting Officer:

- ☐ (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.
- ☒ (ii) 252.225-7000, Buy American--Balance of Payments Program Certificate.
- ☐ (iii) 252.225-7020, Trade Agreements Certificate.
- ☐ Use with Alternate I.
- ☐ (iv) 252.225-7022, Trade Agreements Certificate--Inclusion of Iraqi End Products.
- ☐ (v) 252.225-7031, Secondary Arab Boycott of Israel.
- ☐ (vi) 252.225-7035, Buy American--Free Trade Agreements--Balance of Payments Program Certificate.
- ☐ Use with Alternate I.
- ☐ Use with Alternate II.
- ☐ Use with Alternate III.
- ☐ Use with Alternate IV.
- ☐ Use with Alternate V.

(e) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) Web site at \\*HYPERLINK "https://www.acquisition.gov/"https://www.acquisition.gov/. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by provision number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS provision No.	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and ertifications posted on ORCA.

(End of provision)

79	52.207-4	ECONOMIC PURCHASE QUANTITY-SUPPLIES	AUG/1987
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(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

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**Name of Offeror or Contractor:**

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS

ITEM	QUANTITY	PRICE QUOTATION	TOTAL

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Governments requirements indicate that different quantities should be acquired.

(End of Provision)

80	52.225-18	PLACE OF MANUFACTURE	SEP/2006
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(a) Definitions. As used in this clause

'Manufactured end product' means any end product in Federal Supply Classes (FSC) 1000-9999, except

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

'Place of manufacture' means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly

[ ] (1) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

[ ] (2) Outside the United States.

(End of provision)

81	252.209-7999 (DEV 2012-	REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION	JAN/2012
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00004) 2012-00004)

(a) In accordance with sections 8124 and 8125 of Division A of the Consolidated Appropriations Act, 2012, (Pub. L. 112-74) none of the funds made available by that Act may be used to enter into a contract with any corporation that--

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that--

(1) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,

(2) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

82 52.213-4007 QUOTER REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA FEB/1998  
(TACOM)

(a) As part of this quotation, we represent as the quoter that we--

☐ Do  
☐ Do Not

anticipate that any supplies will be transported by sea in the performance of any purchase order resulting from this quotation.

(b) The term supplies is defined in the Transportation of Supplies by Sea clause, in DFARS 252.247-7023 to include all materials and components that, when purchased and transported by sea, are intended for use in items to be sold to the Government under this purchase order.

[End of Provision]

83 52.215-4005 MINIMUM ACCEPTANCE PERIOD OCT/1985  
(TACOM)

(a) ACCEPTANCE PERIOD, as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of offers.

(b) The Government requires a minimum acceptance period of sixty (60) calendar days.

(c) In the space provided immediately below, offers may specify a longer acceptance period than the Government's minimum requirement.

The offeror allows the following acceptance period: \_\_\_\_\_ calendar days.

(d) An offer allowing less than the Government's minimum acceptance period may be rejected.

[End of Provision]

84 52.215-4010 AUTHORIZED NEGOTIATORS JUN/2008  
(TACOM)

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**Name of Offeror or Contractor:**

Please identify, below, the representatives that are authorized to negotiate on your organization's behalf with the Government in connection with this request for proposals or request for information:

NAME	TITLE	TELEPHONE NUMBER

[End of Provision]

85 52.223-4002 USE OF CLASS I OZONE-DEPLETING SUBSTANCES (CIODS) OCT/2008  
(TACOM)

(a) Definitions.

(1) Class I and Class II Ozone-Depleting Substances (CIODS) refers to the class of substances identified in Section 602(a) of the Clean Air Act, (42 U.S.C. 7671a(a)), complete list provided at: <http://www.epa.gov/ozone/science/ods/index.html>.

(2) Directly requires the use of CIODS means that the Government's specification or technical data package, at any tier, explicitly requires the use of any Class I Ozone-Depleting Substance (CIODS) in performance of the contract.

(3) Indirectly requires the use of CIODS means that the Government's specification or technical data package, while not explicitly requiring the use of any CIODS, does require a feature that you can meet or produce only by the use of CIODS.

(b) Per Section 326 of Public Law 102-484, the Army cannot award any contract that directly or indirectly requires the use of CIODS without the approval of the Senior Acquisition Official, per current Army Policy the approval authority is the Army Acquisition Executive. Thus, no CIODS shall be used in meeting the requirements of this contract. If the use of CIODS is required in the performance of this contract, please notify the Contracting Officer immediately in writing.

(c) No Class II Ozone Depleting Substances shall be required in the performance of this contract without government approval. If the use of Class II ODS is required in the performance of this contract, please notify the Contracting Officer immediately in writing.

[End of Provision]

86 52.245-4004 CERTIFICATION OF GOVERNMENT-OWNED PROPERTY FOR POSSIBLE USE AND EVALUATION FACTOR FOR USE OF THE GOVERNMENT-OWNED PROPERTY JAN/1991

ALL OFFERORS ARE REQUESTED TO COMPLETE THE FOLLOWING REPRESENTATION:

The offeror certifies that there [ ] is  
[ ] is not

Government-owned property in its plant(s), or in the plant(s) of any of its prospective subcontractors, which, assuming authorization for its use,

[ ] will  
[ ] will not  
[ ] may or may not (not finally determined as of the date of this offer)

be used in the performance of the contract resulting from this solicitation.

NOTE: Offerors checking is AND will or may or may not above must notify the Government representative listed in Block 7 of the SF 33 at least ten days before the date when offers are due under the solicitation, so that the solicitation can be amended to include the appropriate Government property clause(s). If no such notification is given, authorization for the use of such property in this contract may be denied.

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OFFERORS CHECKING "IS" AND "WILL" ABOVE SHALL ALSO COMPLETE THE FOLLOWING:

(a) Under each line for entries in the Unit Price and the Amount columns in the Schedule (see Section B of this solicitation), offeror shall add the following evaluation factor line and insert the appropriate unit and total price figures if the conditions of subparagraph c. below are met:

Evaluation factor: \$\_\_\_\_\_ \$\_\_\_\_\_

(b) Computation of the evaluation factor is explained in the provision in Section M entitled EVALUATION OF USE OF EXISTING GOVERNMENT-OWNED PROPERTY.

(c) An evaluation factor entry is to be made only if:

- (1) The offeror or any subcontractor, at any tier, will use Government-owned property in production for this contract; and
- (2) The offer is predicated on authorized rent-free use of Government-owned property.

(d) An offeror's insertion or non-insertion of an evaluation factor constitutes, respectively, the offeror's certification that his offer is or is not so predicated. The evaluation factor will be added to the offered price for evaluation purposes. See additional provisions concerning Government-owned property in Sections L and M herein.

(e) CAUTION: Rental charges for the use of Government-owned property may accrue, if timely and appropriate approval of rent-free use is not obtained.

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

87	52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR/1991
88	52.214-35	SUBMISSIONS OF OFFERS IN U.S. CURRENCY	APR/1991
89	52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE	JAN/2004
90	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE	APR/2008

Any contract awarded as a result of this solicitation will be [ ] DX rated order; [ X ] DO rated order; certified for national defense, emergency preparedness, and energy program use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(End of Provision)

91	52.211-1	AVAILABILITY OF SPECIFICATIONS LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS, FPMR PART 101-29	AUG/1998
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(a) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service  
Specifications Section, Suite 8100  
470 East L'Enfant Plaza SW  
Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978.

(b) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (a) of this provision. Additional copies will be issued for a fee.

(End of Provision)

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92            52.211-2            AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS            JAN/2006  
LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION  
INFORMATION SYSTEM (ASSIST)

(a) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

- (1) ASSIST (<http://assist.daps.dla.mil/>)
- (2) Quick Search (<http://assist.daps.dla.mil/quicksearch/>)
- (3) ASSISTdocs.com (<http://assistdocs.com>).

(b) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by

- (1) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard/>);
- (2) Phoning the DoDSSP Customer Service Desk (215) 697-2197, Mon-Fri, 0730 to 1600 EST; or
- (3) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(End of Provision)

93            52.252-1            SOLICITATION PROVISIONS INCORPORATED BY REFERENCE            FEB/1998

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/> or <http://www.acq.osd.mil/dpap/dars/index.htm> or <http://farsite.hill.af.mil/VFAFARA.HTM>

94            52.252-5            AUTHORIZED DEVIATIONS IN PROVISIONS            APR/1984

- (a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the provision.
- (b) The use in this solicitation of any DoD FAR SUPPLEMENT (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

(End of clause)

95            52.211-4047            NOTICE TO OFFERORS INTENDING TO OFFER OTHER THAN NEW MATERIAL            DEC/2004  
(TACOM)            (NEGOTIATED)

- (a) We intend to acquire only new material. Unless this contract otherwise requires virgin material or supplies composed of, or manufactured from, virgin material, the contractor shall provide supplies that are new, as defined in this clause.
- (b) Definitions:

- (1) "New" means composed of previously unused components, whether manufactured from virgin material, recovered material in the form of raw material, or materials and by-products generated from, and reused within, an original manufacturing process; provided that the supplies meet contract requirements, including but not limited to, performance, reliability, and life expectancy.
- (2) "Reconditioned" means restored to the original normal operating condition by readjustments and material replacement.

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(3) "Recovered material" means waste materials and by-products that have been recovered or diverted from solid waste including post-consumer material, but such term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(4) "Remanufactured" means factory rebuilt to original specifications.

(5) "Virgin material" means previously unused raw material, including previously unused copper, aluminum, lead, zinc, iron, other metal or metal ore, or any undeveloped resource that is, or with new technology will become, a source of raw materials

(6) "Residual Inventory" means inventory from a transferred or terminated Government or commercial contract.

(c) Used, reconditioned, remanufactured supplies, unused former Government surplus property, or residual inventory shall not be used unless the contractor has proposed the use of such supplies, and the Contracting Officer has authorized their use.

(d) Offers to provide other than new material shall be submitted to the Contracting Officer for approval:

(1) Offerors of other than new material must provide sufficient information from which a determination of acceptability can be made. Contractors who intend to offer other than new material are to fill out the Other Than New Material Worksheet at: [http://contracting.tacom.army.mil/acqinfo/OT\\_NEW\\_MATERIAL.htm](http://contracting.tacom.army.mil/acqinfo/OT_NEW_MATERIAL.htm) . Form must be completely filled out and is to accompany your offer.

(e) If the use of used, reconditioned, remanufactured items, unused former Government surplus property, or residual inventory are approved by the Contracting Officer, we may require you to meet specific marking, inspection, and testing requirements beyond those found in this solicitation. We will negotiate these additional requirements with you before award and put them in any resulting contract.

[End of Provision]

96	52.211-4054 (TACOM)	PACKING/PACKAGING LEVEL FOR OPTION QUANTITIES	MAR/1989
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For purposes of computing a price for the option quantity specified in Section B of this solicitation and unless otherwise indicated in Section B, it is understood and agreed that the option unit price includes the same level(s) of packing/packaging as those that apply to the basic contract quantity.

97	52.215-4003 (TACOM)	HANDCARRIED OFFERS - INCLUDING OFFERS DELIVERED BY EXPRESS SERVICES (NON-US POSTAL SERVICE MAIL)	MAY/2011
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(a) Unless specifically authorized elsewhere in this solicitation, paper offers will not be accepted. The term "handcarried offers" generally refers to offers contained on electronic media, which we recognize may be delivered "by hand." Handcarried offers must be delivered to Building 255.

(b) Handcarried offers, including disks or other electronic media, shall be addressed to:

U.S. Army Contracting Command - Warren  
 Bid Room, Bldg 231, Mail Stop 303  
 6501 East 11 Mile Road  
 Warren, MI 48397-5000

(c) Offers shall not be addressed to an individual buyer. All offers must be addressed to the Offer Receipt Office at the above address.

(d) The external delivery envelope or wrapper must be marked with the solicitation number and the date and time of the solicitation closing. Each envelope should contain only one offer.

(e) Handcarried offers must be delivered to Building 255. Directions to TACOM: From Van Dyke Avenue, travel westbound on 11 Mile Road; enter the first Arsenal gate immediately west of the railroad tracks on the north side of the street. Take an immediate right and follow security officer directions to the Receiving Dock in Building 255. The driver may need to obtain a visitors badge, and must be a US citizen. The Government will forward the package to the Offer Receipt Office in Building 231.

(f) Offerors must ensure that the commercial carrier they use has a tracking system that can provide documentation of the date and time of delivery to the Government. For handcarried offers delivered by other than a commercial carrier, the offeror must ensure that

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the delivery person obtains a signature from Receiving Dock personnel on a receipt that shows the date and time of delivery to the Government. The delivery person must provide the receipt since Receiving Dock personnel do not have them.

(g) Packages must be delivered to Building 255 between the hours of 8:00 am and 3:00 pm local time.

[End of Provision]

98 52.215-4404 DATA AND COMMUNICATIONS SUBMITTED TO THE GOVERNMENT ELECTRONICALLY MAY/2002

(a) The Government often employs contractors as system administrators to operate and maintain Government computer systems. These systems include local area networks, web sites, databases, other electronic records, e-mail accounts, other electronic data transfer mechanisms and computer software. The employees of these contracted system administrators sign nondisclosure agreements obligating them not to reveal information contained in files, documents, computers or systems that they administer. However, unless such information is protected in some way, contracted system administrators do have the ability to access such information. For further information on security issues, see <http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm>

(b) Potential contractors as well as any other parties are thus advised to take steps needed to prevent access by contracted system administrators to information submitted electronically to the Government. Absent such steps, it is assumed that contracted system administrators are permitted the capability to access the data. The access will be limited to that which is necessary for the contract system administrator to perform its duties for the Government. The access shall be subject to the condition that third party information is not to be revealed by the contracted system administrator.

[End of Provision]

99 52.233-4001 HQ-AMC LEVEL PROTEST PROCEDURES OCT/2006

(a) Policy:

A protest to a U.S. Army Materiel Command forum is a protest to the agency, within the meaning of FAR 33.103. The HQAMC-Level Protest Program is intended to encourage an interested party to seek resolution of its concerns within AMC, rather than filing a protest with the General Accounting Office (GAO), or other external forum.

(b) Agency Protest:

An AMC Protest may be filed with either, but not both:

1. the contracting officer designated in the solicitation for resolution of protests, or,
2. HQAMC at the address designated below.

(c) Election of Forum:

After an interested party protests an AMC procurement to HQAMC and while that protest is pending, the protestor agrees not to file a protest with the GAO, or other external forum. If the protestor has filed a protest with the GAO, or other external forum, HQAMC-level protest procedures may not be used and any protest that has been filed will be dismissed.

(d) Protest Decision Authority:

The AMC command counsel is designated as the HQAMC protest decision authority. In the absence of the command counsel, the deputy command counsel is designated as the HQAMC protest decision authority.

(e) Time for Filing a Protest:

A HQAMC protest shall be filed in accordance with the timeframes set out in FAR 33.103(e). HQAMC Office Hours are 8:00 AM to 4:30 PM Eastern Standard Time. Time for filing any document expires at 4:30 PM, Eastern Standard Time on the last day on which such filing may be made.

(f) Form of Protest:

HQAMC protest shall include the protestor's name, address and telephone number, including fax number; the solicitation or contract number, identity of the contracting activity and the contracting officer's name; a detailed statement of all legal and factual grounds for protest, including copies of all relevant documents; a request for a ruling; and, a request for relief. All protests must be signed by an authorized representative of the protestor.



<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W56HZV-12-Q-0448 <b>MOD/AMD</b>	<b>Page 49 of 51</b>
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**Name of Offeror or Contractor:**

(g) Processing of HQAMC-Level Protests

(1) To file an AMC-level protest, send the protest to:

Headquarters U.S. Army Materiel Command  
Office of Command Counsel  
4400 Martin Road  
Rm: A6SE040.001  
Redstone Arsenal, AL 35898-5000  
Fax: (256) 450-8840

Packages sent by FedEx or UPS should be addressed to:

Headquarters U.S. Army Materiel Command  
Office of Command Counsel  
4400 Martin Road  
Rm: A6SE040.001  
Redstone Arsenal, AL 35898-5000  
Fax: (256) 450-8840

If you have a web browser, you can use the following HTTP to view the complete AMC-level protest procedures:

<http://www.amc.army.mil/pa/COMMANDCOUNSEL.asp>

(2) Within 10 working days after the protest is filed, the contracting officer, with the assistance of legal counsel, shall file with the HQAMC Office of Command Counsel, ATTN: AMCCC-PL, an administrative report responsive to the protest. Reports shall be sent by facsimile, over-night mail or hand-delivered, to ensure timely receipt.

(3) The HQAMC protest decision authority will issue a written decision within 20 working days after the filing of the protest.

(4) The written decision will be binding on the Army Materiel Command and its contracting activities.

(5) For good cause shown, the HQAMC protest decision authority may grant extensions of time for filing the administrative report and for the issuance of the written decision. When such an extension is granted, the protestor and all interested parties shall be notified within one working day of the decision to grant the extension.

(h) Effect of Protest on Award and Performance:

(1) Protests before award: When a protest is filed with HQAMC prior to award, a contract may not be awarded unless authorized by the HQAMC director of contracting, in accordance with FAR 33.103(f).

(2) Protests after award: When a protest is filed with HQAMC within 10 calendar days after award, or within five calendar days of debriefing for any debriefing that when requested was required by FAR 15.506, the contracting officer shall suspend performance. The HQAMC director of contracting may authorize contract performance, notwithstanding the protest, upon a written finding that:

-- contract performance will be in the best interests of the United States; or

-- urgent and compelling circumstances that significantly affect the interests of the United States will not permit waiting for a decision from the HQAMC protest decision authority.

(i) Remedies:

The HQAMC protest decision authority may grant any one or combination of the following remedies:

- a. terminate the contract;
- b. re-compete the requirement;
- c. issue a new solicitation;
- d. refrain from exercising options under the contract;
- e. award a contract consistent with statute and regulation;
- f. pay appropriate costs as stated in FAR 33.102(b)(2);
- g. such other remedies as HQAMC protest decision authority determines necessary to correct a defect.

[End of Clause]

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W56HZV-12-Q-0448 <b>MOD/AMD</b>	<b>Page</b> 50 <b>of</b> 51
<b>Name of Offeror or Contractor:</b>		

(a) It is not the intent of the Government to acquire, or to have acquired for its account, any facilities, special test equipment, or special tooling as those terms are defined below. The Government shall under no circumstances reimburse the offeror for the cost of any new facilities, special test equipment, or special tooling as a separate item. An offeror may, however, amortize the cost of any such facilities, special test equipment, or special tooling it may require in the submitted price of the items. Such facilities, special test equipment or special tooling shall not be subject to Government option rights to take title to the same except as specified in the DEFAULT, TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT, and/or PROGRESS PAYMENT clauses of this contract.

(b) As used in this solicitation/contract, FACILITIES means industrial property (other than material, special tooling, military property, and special test equipment) for production, maintenance, research, development, or test, including real property and rights in it, buildings, structures, improvements, and plant equipment.

(c) As used in this solicitation/contract, SPECIAL TEST EQUIPMENT means either single or multipurpose integrated test units engineered, designed, fabricated, or modified to accomplish special purpose testing in the performance of the contract. Such testing units comprise electrical, electronic, hydraulic, pneumatic, mechanical, or other items or assemblies of equipment, that are mechanically, electrically, or electronically interconnected so as to become a new functional entity, causing the individual item or items to become interdependent and essential in the performance of special purpose testing in the development or production of particular supplies or services. The term SPECIAL TEST EQUIPMENT does not include: (1) material; (2) special tooling; (3) buildings and nonseverable structures (except foundations and similar improvements necessary for the installation of special test equipment); and (4) plant equipment items used for general plant testing purposes.

(d) As used in this solicitation/contract, SPECIAL TOOLING means all jigs, dies, fixtures, molds, patterns, taps, gauges, other equipment and manufacturing aids, and their replacements, which are of such a specialized nature that, without substantial modification or alteration, their use is limited to the development or production of particular supplies or parts of them, or the performance of particular services. The term includes all components of such items, but does not include: (1) material; (2) special test equipment; or (3) buildings, and nonseverable structures (except foundations and similar improvements necessary for the installation of special tooling), general or special machine tools, or similar capital items.

[End of Provision]

EVALUATION FACTORS FOR AWARD

Army Contracting Command - Warren (DTA) intends to award a contract to the offeror that submits the lowest evaluated offer based on price only.

\*\*\* END OF NARRATIVE M0001 \*\*\*

- |     |                        |   |          |
|-----|------------------------|---|----------|
| 101 | 52.217-5               | EVALUATION OF OPTIONS                               | JUL/1990 |
| 102 | 52.209-4011<br>(TACOM) | CONTRACTOR RESPONSIBILITY AND ELIGIBILITY FOR AWARD | JAN/2001 |
- (a) We'll award a contract to the offeror that:
- (1) submits the lowest evaluated offer if award is based on price only, or the offer that provides the best value to the Government if factors in addition to price are identified elsewhere in this solicitation, and
  - (2) submits a bid or proposal that meets all the material requirements of this solicitation, and
  - (3) meets all the responsibility criteria at FAR 9.104.
- (b) To make sure that you meet the responsibility criteria at FAR 9.104 we may:
- (1) arrange a visit to your plant and perform a preaward survey;
  - (2) ask you to provide financial, technical, production, or managerial background information.
- (c) If you don't provide us with the data we ask for within 7 days from the date you receive our request, or if you refuse to have us visit your facility, we may determine you nonresponsive.
- (d) If we visit your facility, please make sure that you have current certified financial statements and other data relevant to your bid or proposal available for our team to review.

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 51 of 51
	PIIN/SIIN	W56HZV-12-Q-0448	
Name of Offeror or Contractor:			

[End of Provision]

103	52.217-4003 (TACOM)	EVALUATION OF INCOMPLETE OPTION PRICING	FEB/1998
<p>(a) Per FAR 17.203(d), offerors may price the option CLIN in this solicitation incrementally, by entering different option unit prices that will apply to different subquantities or quantity ranges (in the event that the Government elects to exercise less than 100% of the option). Notwithstanding this fact, the provision entitled EVALUATION OF OPTIONS (FAR 52.217-5, located elsewhere in this Section M) indicates that the Government's evaluation for contract award will include each offeror's price for 100% of the option quantity.</p> <p>(b) In light of the above, if an offeror specifies unit prices that apply to one or more option quantity ranges, but does not specify a unit price for 100% of the option, we will evaluate that offer for award as follows. The option price for such offer shall be deemed to be the higher of (i) the unit price that applies to the basic (non-option) quantity, or (ii) the highest unit price that is identified against any range or subquantity of the option CLIN.</p>			

(End of Provision)

CONTRACT DATA REQUIREMENTS LIST

Form Approval OBM No. 0704-0188

The public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Executive Services Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

-----  
A. CONTRACT LINE ITEM NO.: 0001AB & 0002AB B. EXHIBIT: A

C. CATEGORY: Quality Assurance

D. SYSTEM/ITEM: Storage Bag

E. CONTRACT/PR NO.: W56HZV-12-Q-0448  
-----

1. DATA ITEM NO.: A004

2. TITLE OF DATA ITEM: Test/Inspection Report

3. SUBTITLE: First Article Test Report (FATR) (Contractor)

4. AUTHORITY: DI-NDTI-80809B

5. CONTRACT REFERENCE: 52.209-4512 First Article Test (Contractor Testing)

6. REQUIRING OFFICE: RDCB-DES-Q

7. DD250 REQ LT

8. APP CODE: A\*\*

9. DIST STATEMENT REQUIRED: C

10. FREQUENCY: As Required

11. AS OF DATE: N/A

12. DATE OF 1ST SUBMISSION: As Required

13. DATE OF SUBSEQUENT SUBMISSION: As Required

14. DRFT/REG/REPRO DISTRIBUTION COPIES: RDAR-DES-Q: 0 / Thru QAR\*: 1 / CO (LT Only): 1

15. TOTAL COPIES: PAPER: 0 E-MAIL: 2 CD-ROM: 0  
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16. REMARKS:

FATR SHALL BE SUBMITTED THRU THE QAR. SEE THE CONTRACT CLAUSES PERTAINING TO FIRST ARTICLE TEST REPORTS FOR INSTRUCTIONS REGARDING SUBMISSION AND DISPOSITION OF FIRST ARTICLES. SUBMIT ELECTRONICALLY THROUGH THE QAR TO THE CONTRACT SPECIALIST/PCO. THE CONTRACT SPECIALIST WILL PROVIDE THE FATR ELECTRONICALLY TO ECBC-QA POC. \*\*THE GOVT HAS 30 DAYS AFTER RECEIPT OF FATR FOR APPROVAL/DISAPPROVAL.

-----  
17. PREPARED BY: Brendon Courtade 19. APPROVED BY: Dee Riese

18. DATE: 29 Jun 2012 20. DATE:  
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CONTRACT DATA REQUIREMENTS LIST

Form Approval OBM No. 0704-0188

The public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Executive Services Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

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A. CONTRACT LINE ITEM NO.: 0001AA-0001AD, 0002AA-0002AD B. EXHIBIT: B  
C. CATEGORY: Quality Assurance  
D. SYSTEM/ITEM: Storage Bags  
E. CONTRACT/PR NO.: W56HZV-12-Q-0448  
-----

1. DATA ITEM NO.: A005  
2. TITLE OF DATA ITEM: Test/Inspection Report  
3. SUBTITLE: Production Lot Acceptance Test Report (Govt)  
4. AUTHORITY: DI-NDTI-80809B  
5. CONTRACT REFERENCE: Section E, 52.246-4530 Production Lot Acceptance Testing (Government Facility)  
6. REQUIRING OFFICE: RDCB-DES-Q  
7. DD250 REQ LT  
8. APP CODE: A\*\*  
9. DIST STATEMENT REQUIRED: C  
10. FREQUENCY: As Required  
11. AS OF DATE: N/A  
12. DATE OF 1ST SUBMISSION: As Required  
13. DATE OF SUBSEQUENT SUBMISSION: As Required  
14. DRFT/REG/REPRO DISTRIBUTION COPIES: RDAR-DES-Q: 1 / Thru QAR\*: 1 / CO (LT Only): 1  
15. TOTAL COPIES: PAPER: 0 E-MAIL: 3 CD-ROM: 0  
-----

16. REMARKS:

\*REPORT SHALL BE SUBMITTED THRU THE QAR TO THE ADDRESSEES WHENEVER A NEW LOT OF MATERIAL (REQUIRING AGENT TESTING OR OTHER TESTING DIRECTED TO A GOVT FACILITY) HAS COMPLETED TESTING AND AFTER ALL CONTRACTOR TEST PORTIONS ARE COMPLETED. TESTING SHALL BE PERFORMED IN ACCORDANCE WITH THE CONTRACT CLAUSE FOR THIS RQMT. NOTE: A DD FORM 1222, REQ FOR TEST AND RESULTS SHALL BE SUBMITTED TO THE TEST FACILITY AND PROVIDED WITH THE PRODUCTION LOT TEST REPORT. SUBMIT ELECTRONICALLY TO RDCB-DES-Q (RI) EMAIL: \\*HYPERLINK "mailto:hung.v.pham.civ@mail.mil" [hung.v.pham.civ@mail.mil](mailto:hung.v.pham.civ@mail.mil) AND \\*HYPERLINK "mailto:emily.a.rasmussen2.civ@mail.mil" [emily.a.rasmussen2.civ@mail.mil](mailto:emily.a.rasmussen2.civ@mail.mil) . THE INITIAL REPORT MAY BE SUBMITTED WITH THE FIRST ARTICLE TEST REPORT. \*\*THE GOVT HAS 30 DAYS AFTER RECEIPT OF THE PRODUCTION LOT ACCEPTANCE TEST REPORT FOR APPROVAL/DISAPPROVAL.

-----  
17. PREPARED BY: Brendon Courtade 19. APPROVED BY: Dee Riese  
18. DATE: 26 Jul 2012 20. DATE:  
-----

DATA DELIVERY DESCRIPTION TEST/INSPECTION REPORT

This Data Delivery Description (DDD) contains the content and preparation instructions for the data product resulting from the work task specified in the contract. The test/inspection report is used to document test/inspection results, findings, and analyses that will enable the government or contracting agency to evaluate compliance with system requirements, performance objectives, specifications, and test/inspection plans.

Requirements:

1. Format. Contractor format is acceptable. Organize the information required by paragraph 2 and its subparagraphs in a manner that facilitates presentation and understanding.
2. Content. The test/inspection report shall contain the following information, as applicable:
  - 2.1.1 Cover and title page. The following information shall appear on the outside front cover and title page:
    - a. Report date.
    - b. Report number (contractor or government).
    - c. Contractors name, address and commercial and government entity code.
    - d. Contract number and contract line item number or sequence number (if applicable).
    - e. Type of test/inspection (for example, first article acceptance test, quality conformance inspection, developmental test, qualification test, environmental test).
    - f. Identification of item tested/inspected.
    - g. Date or period of test/inspection.
    - h. Name and address of requiring government activity.
    - i. Security classification, downgrading and declassifying information, if applicable.
  - 2.1.2 Table of contents. The table of contents shall identify the following:
    - a. The title and starting page of each major section, paragraph, and appendix of the report.
    - b. The page, identifying number, and title of each illustration (for example: figure, table, photograph, chart, and drawing).
  - 2.1.3 Introduction. The introduction shall include the following information:
    - 2.1.3.1 Test/inspection objective(s). The specific test/inspection objective(s) as specified in the contract tasking document.
    - 2.1.3.2. Item(s) tested/inspected. Complete identification of the item(s) tested/inspected including the following:
      - a. Nomenclature.
      - b. National stock number.
      - c. Model number, part number, and serial number.
      - d. Type of item (for example, prototype, production item, laboratory model).
      - e. Serial or lot number.
      - f. Applicable engineering changes.
      - g. Production item specification, if applicable.
      - h. Date of manufacture.
    - 2.1.3.3. Test/inspection requirements. Complete identification of the test/inspection requirements correlated to contractual requirements including the following:
      - a. Required test/inspection parameters.
      - b. Performance requirements, acceptance or compliance limits, and environmental criteria.
    - 2.1.4. Summary. Complete test/inspection report summary including the following:
      - a. A brief discussion of the significant test/inspection results, observations, conclusions, and recommendations covered in greater detail elsewhere in the report.
      - b. Proposed corrective actions and schedules for failures or problems encountered.
      - c. Identification of deviations, departures, or limitations encountered, referenced to the contract requirements.
      - d. Tables, graphs, illustrations, or charts as appropriate to simplify the summary data.
    - 2.1.5 Reference documents. Complete identification of all documents reference in the test/inspection report including the following, as applicable:
      - a. Prior test/inspection reports on the same item.
      - b. Test/inspection plans and procedure documents.
      - c. Prior certifications of compliance.
      - d. Contractors file designation where test/inspection records are maintained.

- e. Input parameters used.

The applicable issue of the documents cited therein, including their approval dates and dates of any applicable amendments, notices, and revisions, shall be as specified in the contract.

2.1.6 Body of report. The body of the test/inspection report shall be as follows:

2.1.6.1 Test equipment identification. Complete identification of each item of test equipment used in the test/inspection including the following.

- a. Nomenclature.
- b. Model number.
- c. Serial number.
- d. Manufacturer.
- e. Calibration status.
- f. Accuracy data.
- g. Comments, if applicable.

2.1.6.2 Test/inspection facility installation and set-up. Complete description of the physical set-up used in conducting the test/inspection to include the following.

- a. Location or orientation of the item.
- b. Location, orientation or settings of test equipment and instrumentation.
- c. Location, orientation or settings of sensors and probes.
- d. Location or orientation of interconnections, cables , and hoop-ups.
- e. Electrical power, pneumatic, fluidic, and hydraulic requirements.

Drawings, illustrations, and photographs may be used for clarification.

2.1.6.3 Test/inspection procedures. Complete description of the procedures used in conducting the test/inspection to include the following:

- a. Item selection and inspection that verified suitability for test/inspection.
- b. Summarized sequence of testing/inspection steps, including a description of how the item was operated during the test/inspection, and control conditions imposed.

2.1.6.4 Test/inspection results and analysis. A copy of all test/inspection results and analysis to include the following:

2.1.6.4.1 Recorded data. The actual recorded data (for example, log book entries, oscillographs, instrument readings, plotter graphs). If the recorded data is extensive, provide it in an appendix.

2.1.6.4.2 Test/inspection results. Identification of all test/inspection results to include the following:

- a. Matrices comparing results achieved against test/inspection objectives or requirements..
- b. A discussion of these matrices as to their significance, and how they compare to any prior test/inspections.
- c. Calculation examples.
- d. Discussion of anomalies, deviations, discrepancies, or failures, including their impact, causes, and proposed corrective actions. The discussion shall address discrepancies between design requirements and the tested/inspected configuration.

2.2.6.5 Conclusions. Test/inspection conclusions distinguished between objective and subjective to include the following:

- a. The effectiveness of the test/inspection procedures in measuring item performance.
- b. The success or failure of the item to meet required test/inspection objectives.
- c. The need for repeat, additional, or alternative tests/inspections.
- d. The need for item redesign or further development.
- e. The need for improved test/inspection procedures, techniques, or facilities.
- f. The adequacy and completeness of the test/inspection requirements.

2.2.6.6 Recommendations. Recommendations appropriate to the test/inspection results and conclusions including the following:

- a. Acceptability of the item tested/inspected (pass or fail).
- b. Additional testing/inspection required.
- c. Redesign required.

- d. Problem resolution.
- e. Test/inspection procedure or facility improvements.
- f. Disposition of items tested/inspected.
- g. Documentation changes required.
- h. Testing/inspection improvements.

2.2.7 Authentication. The following certifications shall be included, as applicable:

2.2.7.1 Authentication of test/inspection results. A statement that the test/inspection was performed in accordance with applicable test/inspection plans and procedures, and that the results are true and accurate. The authentication shall include the signature of the contractor personnel that performed the test(s)/inspection(s), a contractor representative authorized to make such certification, and any government witnesses.

2.2.7.2 Authentication of prior validation. A statement identifying those requirements not tested/inspected or measured that were previously validated. Include identification of the data and method employed for such validation (for example, prior test/inspection, analytical verification, equivalent item, and so on). The authentication shall include the signature of a contractor representative authorized to make such authentications and any government witness.

2.2.7.3 Authentication of acceptability. A statement that the item tested/inspected either passed or failed item acceptability requirements. This authentication shall include the signature of a contractor representative authorized to make such authentication and any government witness.

2.2.8 Appendices. Appendices shall be used to append detailed test/inspection data, drawings, photographs, or other documentation too voluminous to include in the main body of the report. This includes referenced documentation not previously provided by the government, and test/inspection reports from any associated test/inspection activity that may have performed some of the testing/inspecting requirements.



RDCB-DEM-T  
REPLY TO  
ATTENTION OF

Design Engineering & Test Facility of Edgewood Chemical and Biological Center, Rock Island (ECBC-RI) is ISO 9001-2008 certified and ISO 17025 accredited laboratory. Our laboratory performs first article testing (FAT) on chemical biological equipment as well as dimensional inspection on a wide variety of items. We can provide a competitive quote for performing testing/inspection required by this solicitation, which would assist you in meeting the submission date of your bid.

Please allow 10 business days for preparation of the quotation as some tests may have to be coordinated with other agencies. ECBC Rock Island has a highly trained technical staff of chemical, mechanical, electrical, and industrial engineers, capable of supporting a wide variety of inspections and testing to include the development of test methods for specialized requirements. All facility personnel receive continual extensive training to keep up with the latest technology and testing methods. Contractors who do not possess a Nuclear Regulatory Commission (NRC) license may obtain a Test Service Agreement (TSA) with the ECBC Design Engineering & Test Facility to perform testing that requires the use of equipment requiring an NRC license. Contact ECBC Design Engineering & Test Facility to coordinate a TSA.

To request a quote for a FAT for this solicitation, please contact one of the following:

Diane M. Freeman

Chief, Design Engineering & Test Facility

RDCB-DEM-T (Building 131)

Com: 309-782-5138

Fax: 309-782-0546

\\*HYPERLINK "mailto:diane.m.freeman.civ@mail.mil"[diane.m.freeman.civ@mail.mil](mailto:diane.m.freeman.civ@mail.mil)

or

Quinn Hartman

Senior Engineer

RDCB-DEM-T (Building 131)

Com: 309-782-3642

Fax: 309-782-0546

\\*HYPERLINK "mailto:quinn.d.hartman.civ@mail.mil"[quinn.d.hartman.civ@mail.mil](mailto:quinn.d.hartman.civ@mail.mil)

DIANE M. FREEMAN  
Chief, Design Engineering & Test Facility

DATA DELIVERY DESCRIPTION TEST/INSPECTION REPORT

This Data Delivery Description (DDD) contains the content and preparation instructions for the data product resulting from the work task specified in the contract. The test/inspection report is used to document test/inspection results, findings, and analyses that will enable the government or contracting agency to evaluate compliance with system requirements, performance objectives, specifications, and test/inspection plans.

Requirements:

1. Format. Contractor format is acceptable. Organize the information required by paragraph 2 and its subparagraphs in a manner that facilitates presentation and understanding.

2. Content. The test/inspection report shall contain the following information, as applicable:

2.1.1 Cover and title page. The following information shall appear on the outside front cover and title page:

- a. Report date.
- b. Report number (contractor or government).
- c. Contractors name, address and commercial and government entity code.
- d. Contract number and contract line item number or sequence number (if applicable).
- e. Type of test/inspection (for example, first article acceptance test, quality conformance inspection, developmental test, qualification test, environmental test).
- f. Identification of item tested/inspected.
- g. Date or period of test/inspection.
- h. Name and address of requiring government activity.
- i. Security classification, downgrading and declassifying information, if applicable.

2.1.2 Table of contents. The table of contents shall identify the following:

- a. The title and starting page of each major section, paragraph, and appendix of the report.
- b. The page, identifying number, and title of each illustration (for example: figure, table, photograph, chart, and drawing).

2.1.3 Introduction. The introduction shall include the following information:

2.1.3.1 Test/inspection objective(s). The specific test/inspection objective(s) as specified in the contract tasking document.

2.1.3.2. Item(s) tested/inspected. Complete identification of the item(s) tested/inspected including the following:

- a. Nomenclature.
- b. National stock number.
- c. Model number, part number, and serial number.
- d. Type of item (for example, prototype, production item, laboratory model).
- e. Serial or lot number.
- f. Applicable engineering changes.
- g. Production item specification, if applicable.
- h. Date of manufacture.

2.1.3.3. Test/inspection requirements. Complete identification of the test/inspection requirements correlated to contractual requirements including the following:

- a. Required test/inspection parameters.
- b. Performance requirements, acceptance or compliance limits, and environmental criteria.

2.1.4. Summary. Complete test/inspection report summary including the following:

- a. A brief discussion of the significant test/inspection results, observations, conclusions, and recommendations covered in greater detail elsewhere in the report.
- b. Proposed corrective actions and schedules for failures or problems encountered.
- c. Identification of deviations, departures, or limitations encountered, referenced to the contract requirements.
- d. Tables, graphs, illustrations, or charts as appropriate to simplify the summary data.

2.1.5 Reference documents. Complete identification of all documents reference in the test/inspection report including the following, as applicable:

- a. Prior test/inspection reports on the same item.
- b. Test/inspection plans and procedure documents.
- c. Prior certifications of compliance.
- d. Contractors file designation where test/inspection records are maintained.

- e. Input parameters used.

The applicable issue of the documents cited therein, including their approval dates and dates of any applicable amendments, notices, and revisions, shall be as specified in the contract.

2.1.6 Body of report. The body of the test/inspection report shall be as follows:

2.1.6.1 Test equipment identification. Complete identification of each item of test equipment used in the test/inspection including the following.

- a. Nomenclature.
- b. Model number.
- c. Serial number.
- d. Manufacturer.
- e. Calibration status.
- f. Accuracy data.
- g. Comments, if applicable.

2.1.6.2 Test/inspection facility installation and set-up. Complete description of the physical set-up used in conducting the test/inspection to include the following.

- a. Location or orientation of the item.
- b. Location, orientation or settings of test equipment and instrumentation.
- c. Location, orientation or settings of sensors and probes.
- d. Location or orientation of interconnections, cables , and hoop-ups.
- e. Electrical power, pneumatic, fluidic, and hydraulic requirements.

Drawings, illustrations, and photographs may be used for clarification.

2.1.6.3 Test/inspection procedures. Complete description of the procedures used in conducting the test/inspection to include the following:

- a. Item selection and inspection that verified suitability for test/inspection.
- b. Summarized sequence of testing/inspection steps, including a description of how the item was operated during the test/inspection, and control conditions imposed.

2.1.6.4 Test/inspection results and analysis. A copy of all test/inspection results and analysis to include the following:

2.1.6.4.1 Recorded data. The actual recorded data (for example, log book entries, oscillographs, instrument readings, plotter graphs). If the recorded data is extensive, provide it in an appendix.

2.1.6.4.2 Test/inspection results. Identification of all test/inspection results to include the following:

- a. Matrices comparing results achieved against test/inspection objectives or requirements..
- b. A discussion of these matrices as to their significance, and how they compare to any prior test/inspections.
- c. Calculation examples.
- d. Discussion of anomalies, deviations, discrepancies, or failures, including their impact, causes, and proposed corrective actions. The discussion shall address discrepancies between design requirements and the tested/inspected configuration.

2.2.6.5 Conclusions. Test/inspection conclusions distinguished between objective and subjective to include the following:

- a. The effectiveness of the test/inspection procedures in measuring item performance.
- b. The success or failure of the item to meet required test/inspection objectives.
- c. The need for repeat, additional, or alternative tests/inspections.
- d. The need for item redesign or further development.
- e. The need for improved test/inspection procedures, techniques, or facilities.
- f. The adequacy and completeness of the test/inspection requirements.

2.2.6.6 Recommendations. Recommendations appropriate to the test/inspection results and conclusions including the following:

- a. Acceptability of the item tested/inspected (pass or fail).
- b. Additional testing/inspection required.
- c. Redesign required.

- d. Problem resolution.
- e. Test/inspection procedure or facility improvements.
- f. Disposition of items tested/inspected.
- g. Documentation changes required.
- h. Testing/inspection improvements.

2.2.7 Authentication. The following certifications shall be included, as applicable:

2.2.7.1 Authentication of test/inspection results. A statement that the test/inspection was performed in accordance with applicable test/inspection plans and procedures, and that the results are true and accurate. The authentication shall include the signature of the contractor personnel that performed the test(s)/inspection(s), a contractor representative authorized to make such certification, and any government witnesses.

2.2.7.2 Authentication of prior validation. A statement identifying those requirements not tested/inspected or measured that were previously validated. Include identification of the data and method employed for such validation (for example, prior test/inspection, analytical verification, equivalent item, and so on). The authentication shall include the signature of a contractor representative authorized to make such authentications and any government witness.

2.2.7.3 Authentication of acceptability. A statement that the item tested/inspected either passed or failed item acceptability requirements. This authentication shall include the signature of a contractor representative authorized to make such authentication and any government witness.

2.2.8 Appendices. Appendices shall be used to append detailed test/inspection data, drawings, photographs, or other documentation too voluminous to include in the main body of the report. This includes referenced documentation not previously provided by the government, and test/inspection reports from any associated test/inspection activity that may have performed some of the testing/inspecting requirements.